

***United States Court of Appeals
for the Second Circuit***



EXHIBITS

74-1889

CLERK

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P/S

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

No. 74-1889

JOSEPH MULLER CORPORATION ZURICH,

Plaintiff-Appellant,

-against-

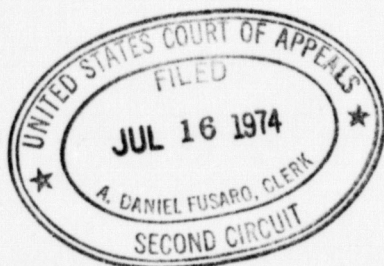
SOCIETE ANONYME DE GERANCE ET D'ARMEMENT, GAZOCEAN U.S.A.,
JOHN DOE and RICHARD ROE, JOHN DOE CORPORATION and RICHARD
ROE CORPORATION, the names of the defendants, JOHN DOE,
RICHARD ROE, JOHN DOE CORPORATION, and RICHARD ROE CORPORATION
being fictitious, their real names and identities presently
unknown to the plaintiff,

Defendants,

GAZOCHEAN INTERNATIONAL, S.A., GAZOCHEAN FRANCE, PETROMAR
SOCIETE ANONYME, and MUNDO GAS, S.A.,

Defendants-Appellees.

PLAINTIFF'S EXHIBITS



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DOCKET NO. 74-1889

EXHIBITS

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PETROMAR ORDER TO SHOW CAUSE

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PLAINTIFF'S ANSWERS TO SAGA's INTERROGATORIES

MEMORANDUM

69 CIV 4223

TO: ANTHONY F. MAPASSO
UNITED STATES MARSHAL, SDNY

FROM: RAPHAEL SEARLES Y VISCHI

(Attorney of Record)

770 LEX AVENUE

TE 2-7700

(Address)

(Telephone No.)

SUM Y COMP

(Type of Writ)

Please Serve Defendant (s):

1. SOCIETE ANONYME DE GERANCE
DIARMAMENT Name (SAGA)
30 E 47 ST NY
Address

2. GAZOCEAN, U.S.A.
Name

405 LEX AVE

Address

- River 4018

3.

Name

Address

4.

Name

Address

5.

PIERRE

DARIDAN,

Name

MANAGER,

Address

6.

Name

Address

7.

CARL

WELBORN,

Name

VICE - PRESIDENT-

Address

8.

Name

Address

9.

Name

Address

10.

Name

Address

(29)

RETURN ON SERVICE OF WRIT

United States of America
SOUTHERN DISTRICT OF NEW YORK

JOSEPH MULLER CORPORATION
ZURICH

Clerk's No. 69 CIV. 4223

vs.

SOCIETE ANONYME DE GERANCO
ET DIAMMENT, ET AL

U.S. Marshal's No. 3536-69

SERVICE COMPLETED or ENDEAVOR TO SERVE

I hereby certify and return that I ~~endeavored to serve~~ served the annexed SUMMONS COMPLAINT
(Write)
on the therein-named SOCIETE ANONYME DE GERANCO
(Name of individual, company, corporation, etc.)
ET DIAMMENT (SAGA)

by handing to and leaving a true and correct copy thereof with (if endeavor describe what was
done in endeavoring to serve) PIERRE DARIDAN,
(Name of individual or agent of company, corporation, etc.)
MANAGER

personally at (if endeavor show addresses where endeavors made)
30 EAST 142nd STREET - ROOM 1401
(Address—Street number, apartment number, rural route, etc.)
NEW YORK NEW YORK in the said District
(City) (State)
at _____ a.m.—p.m., on the 12th day of OCTOBER, 1969.

SERVICE NOT COMPLETED

Date _____
I hereby certify and return that on the _____ day of _____, 19____,
I received the within _____ and that after
diligent search, I am unable to find the within named _____
_____ within said district.

Marshal's fees 3.00

Mileage 1.70

420

Anthony R. Marano
United States Marshal.
By Henry J. Condit
Deputy.

RETURN ON SERVICE OF WRIT

United States of America
SOUTHERN DISTRICT OF NEW YORK

JOSEPH HULLER CORPORATION
ZURICH

vs.

SOCIETE ANONYME DE GERANCES
ET D'ARMEMENTS ET AL.

Clerk's No. 69 CIV. 4223

U.S. Marshal's No. 3536-69

SERVICE COMPLETED or ENDEAVOR TO SERVE

I hereby certify and return that I ~~endeavored to serve~~ served the annexed SUMMONS COMPLAINT
on the therein-named GAZOCOAN, U.S.A.
(Name of individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with (if endeavor—describe what was
done in endeavoring to serve) CARL WELBORN
(Name of individual or agent of company, corporation, etc.)
VICE PRESIDENT

personally at (if endeavor—show addresses where endeavors made)
405 LEXINGTON AVENUE - Room 745
(Address—Street number, apartment number, rural route, etc.)
NEW YORK in the said District
(City) NEW YORK (State)
at 6-20 a.m.-p.m., on the 6-20 day of OCTOBER, 1969.

SERVICE NOT COMPLETED

I hereby certify and return, that on the _____ day of _____, 19____,
I received the within _____ and that after
diligent search, I am unable to find the within named _____ within said district.

Marshal's fees 3.00
Mileage 1.20
4.20

Anthony R. Marasco
United States Marshal.
By Harry J. Carito
Deputy.

OUT

vvvvvv
gazocean a paris
637 1705
535541 jmag ch

535541 jmag ch tx no 3312 ky/41 5.2.69

attn.: mr frankel

Joseph mueller corporation zurich advise that mr kooymans will be in paris on feb 11 tuesday, and possible feb 12, wednesday, and would like to meet with you to discuss transportation of vcm, propane, butane, propylene and other lpg products.

pls indicate by tx today, what time would be most convenient for mr kooymans to visit your office, preferably on tuesday feb 11.

may we please have your address and phone no.

regards - f kooymans

535541 jmag ch

gazocean a paris

4a jmag ch
gazocean b paris

tlx 1469/c

7.2.1969

12h25/gp

to mueller zurich
from
gazocean paris

attn mr f. kooymans

glad welcome you tuesday 11th any hour after 10.30/in the morning
our adress 21 avenue george v paris 8eme
phone 359 63-21
regards.

envoi un fin++
53554a jmag ch
gazocean b pam

11-7 SR 740 at 8.05 on Paris 9.40/1 rising
~~Paris - AF-63 at 17.30 - 24-12-31-2 - 11/2/69~~
Paris - O.K.

UN

28
7/2/69

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JOSEPH MULLER CORP. ZURICH

Plaintiff

v

SOCIETE ANONYME DE GERANCE ET D'ARMEMENT
et al

Defendants

69 Civ 4223

CERTIFICATE OF MAILING

[Signature]
DEC 10 4 10 PM '73
U.S. DISTRICT COURT
S.D.N.Y.

I, RAYMOND F. BURGHARDT, CLERK of the United States District Court for the Southern District of New York, do hereby certify that on the 18th day of December 1973, I served the complaint and summons filed and issued herein on the 14th day of Dec. , 1973 by mailing by registered mail, return receipt requested, at the United States Post Office, ~~Church Street~~ ^{Chinatown} Station, New York, N.Y. a copy of each thereof, securely enclosed in a postpaid wrapper, addressed to:

Petromar Societe Anonyme
37 Rue Caumartin
Paris 9, France

Gazocean France
21 Avenue George V
Paris 8, France

Mundo Gas, S.A.
Belvedere Building
Hamilton, Bermuda

Gazocean Internationale
21 Avenue George V
Paris, France

and that annexed to the original hereof is registered mail receipt No. 547680, 547681, 547682 (~~Church Street~~ ^{Chinatown} Station) which was issued at my request as aforementioned.

Dated: New York, N.Y.

December 18, 1973

Mr. F.J. Olivier
c/o. PETROMAR
37, rue Caumartin

F - 75 Paris 9 / France

Ky28/43

February 3, 1969

Re: laytime/time report Hoegh Soout
VCM/SAQA

Dear Mr. Olivier,

We wish to thank you for your telex dated Feb. 3 contents of which we have duly noted. However, we received a time report from Chas, Martin as per the enclosed photo-static copy. From this document you will see that the time will not count before purging was finished i.e. at 5.25 pm. on Jan. 24, 1969. Hoses were disconnected at 5.20 pm. Jan 27, 1969.

Will you please let us know which documents exactly you need to place on board prior to sailing because we do not quite understand this expression.

Looking forward to hearing from you soon again, we remain,

JOSEPH MUELLER ZUERICH

ppa.

(Kooymans)

ppa.

(Zbinden)

encl. mentioned.

REGISTERED

Petromar
37 rue Caumartin

F-75 PARIS 9

FRANCE

Ky/28/24

13th March, 1969.

RE: V.C.M./Saga/"Hoegh Scout"

Our telex no. 3681 dated 13.3.69

Dear Sirs,

We wish to confirm our above mentioned telex of today's date, a copy of which is enclosed for your information.

We look forward to hearing your further news and in the meantime, we remain,

Yours faithfully,

JOSEPH MUELLER CORPORATION ZUERICH

ppa.

(Kooymans)

ppa.

(Zbinden)

Enclosure

REGISTERED

PETROMAR
37, rue Caumartin

F - 75 Paris 9 / France

Ky28/43

April 11, 1969

re: "Thor Heyerdahl" / Saga / VCM / 5th voyage

Dear Sirs,

We refer to our yesterday's telex no. 3906, which we confirm as follows:

"re: Thor Heyerdahl/Saga/VCM/5th voyage

Please read our telex 3890 of April 9, 1969 which was confirmed by registered letter to you this morning, where we said among other things:

quote

therefore please proceed as originally instructed, with your vessel to Port Allen

unquote

Pls read our telex messages carefully to avoid all the time misunderstandings, as proved again by your telex of this evening.

Yours faithfully,
JOSEPH MUELLER CORPORATION ZUERICH

ppa. *J*

(Zbinden)

per. *X*

(von Vivis)

cc. Saga, Paris (registered)

REGISTERED

PETROMAR
37, rue Caumartin
B-75 PARIS 9e
France

Ky 28/33

May 6, 1969

Re: "Thor Heyerdahl" / VCM / SAGA / 7th Voyage
Our telex No. 4092 dated May 1st, 1969

Dear Sirs,

For good order's sake we wish to confirm the above mentioned telex message, which we transmitted to you on May 1st, 1969, as follows:

"Re: "Thor Heyerdahl" / VCM / SAGA / 7th Voyage
Cargo Distribution

Referring to Saga's telex No. 611 of April 25, 1969, "Thor Heyerdahl" was nominated firm with laydays May 28 / June 8, 1969.

We expect to load 2.820/2.850 tons VCM subject Ethyl's acceptance as follows:

- 1) approx. 2.520 m.t. - Pechiney-St. Gobain
- 2) approx. 300/330 m.t. - Etino Quimica.

We would suggest to load 2.520 tons in tanks 1 through 5 and 300/330 tons in tank No. 6

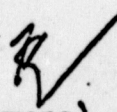
Please advise by telex asap ship's loading (cargo) plan and if you agree to above cargo distribution. In any case please make sure.

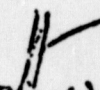
Thanks in advance for your prompt reply.

Regards - Joseph Muller Corporation Zurich. "

Yours faithfully,

JOSEPH MUELLER CORPORATION ZUERICH

ppa. 
(Kooymans)

ppa. 
(Biasi)

cc. SAGA, Paris

✓
REGISTERED
Petrostar
37, rue Caumartin
F-75 PARIS 9^e
F r a n c e

Ky/28/41

June 6th, 1969

Dear Sirs,

We confirm hereunder our telex no. 4464 sent to you today:
quote:

re: Thor Heyerdahl/VCM/SAGA/7th Voyage/Freight

Today we were informed by Chas. Martin that according to their ship's figures 2652.89 mt. were loaded on board Thor Heyerdahl, against Chas. Martin's shore figures of 2690.95 mt.

Consequently, we ask you to send us your freight invoice today, amounting to US\$126,016.47 covering 2652.89 mt. at US\$48 23 per mt. We have instructed Banque Populaire Suisse, Bern this morning to telegraphically transfer the above amount to SAGA's account with Banque de Rothschild Frères, Paris.

Will you pls confirm that the freight invoice will be sent to us today.

Regards etc.

Unquote

Yours faithfully,
JOSEPH MUELLER CORPORATION ZURICH

ppa.

(Kooymans)

ppa.

(Biasi)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JOSEPH MULLER CORPORATION ZURICH,

Plaintiff,

- against -

SOCIETE ANONYME de GERANCE et
D'ARMEMENT and PETROMAR SOCIETE
ANONYME, et al.

Defendants.

: 69 Civ. 4223
: (Judge Knapp)

: PLAINTIFF'S ANSWER TO
: DEFENDANT SAGA'S
: INTERROGATORIES TO
: PLAINTIFF - Set No.1

7

To: Haight, Gardner, Poor & Havens
One State Street Plaza
New York, N. Y. 10004

JOSEPH MULLER CORPORATION ZURICH

MANUFACTURERS, IMPORTERS AND EXPORTERS OF RAW MATERIALS FOR THE IRON & STEEL,
COPPER, ALUMINIUM, CHEMICAL, PAINT, GLASS, PLASTIC, AGRICULTURE INDUSTRIES

BANKERS:
FIRST NATIONAL CITY BANK, ZURICH
SWISS BANK CORPORATION, ZURICH

PHONE:
AREA CODE 01
ZURICH 28 36 33

CABLES:
STAHLMUELLER ZURICH

TELEX: 53654

The United States District Court
Southern District of New York

N/letter

V/Ref.

o/Ref.

CH-8006 Zurich (Switzerland)
Scheuchzerstrasse 7

SUBJECT:

.....
JOSEPH MULLER CORPORATION
ZURICH,

Plaintiff

- against -

SOCIETE ANONYME DE GERANCE ET
D'ARMEMENT, PETROMAR SOCIETE
ANONYME, MUNDOGAS SA STAMFORD/
CONN. and HAMILTON/BERMUDA, GAZOCEAN
INTERNATIONAL SWITZ., GAZOCEAN FRANCE,
GAZOCEAN USA, JOHN DOE and RICHARD ROE,
JOHN DOE CORPORATION and RICHARD ROE
CORPORATION, the names of the defen-
dants JOHN DOE, RICHARD ROE, JOHN DOE
CORPORATION and RICHARD ROE CORPORAT-
ION being fictitious, their real names
and identities presently unknown to
the plaintiff.

Defendants.
.....

DEFENDANT SAGA'S
INTERROGATORIES
TO PLAINTIFF -
SET NO. 1

69 Civ. 4223

(Judge Knapp)

Gentlemen:

We acknowledge the receipt of the above interrogatory
and are pleased to answer the various points and para-
graphs mentioned therein, in a chronological sequence,
on the attached pages.

ABBREVIATIONS USED IN THE ATTACHED TEXT

RPD	Request for Production of Documents
JMCZ	Joseph Muller Corporation Zurich Scheuchzerstr. 7 8006 Zürich Switzerland
SAGA	Société Anonyme de Gérance et d'Armement 9 rue Jacques Bingen Paris 17eme France
CCA	Chemical Corporation of America Inc. 521 Fifth Avenue New York N.Y. 10017 U.S.A.
H & M	Holding & Management AG Zürich Scheuchzerstr. 7 8006 Zürich Switzerland
FIC	Finance and Investment Company (Bermuda) Ltd. Zürich Office: Scheuchzerstr. 7 8006 Zürich Switzerland
VCM	Vinyl Chloride Monomer
LPG	Liquid Petroleum Gases
LNG	Liquid Natural GASES

1. a

JMCZ was incorporated in 1952 in Sempach, Canton of Lucerne, Switz., and has been in existence since then. The principal place of business is the city of Zürich, canton of Zürich, Switz., and the nature of the business is world-wide trading in steel, metals, chemicals and any other raw materials, required for the basic industries, and other transactions related to such activities mentioned above. All details can be obtained from the official extract from the "Handelsregisteramt" of the canton of Zürich dated May 28, 1973, a copy of which is filed under par. 3 of the Request for the Production of Documents (which will be abbreviated to RPD in the following), dated July 20, 1973.

1. b

All shares of JMCZ have been in the possession of the holding company, Josph Müller Hüttenprodukte, Zürich, Switz., since its incorporation. This ownership has not changed up to the date of writing.

1. c

All this information can be obtained from the enclosed extract of Incorporation, up to this date of writing, as per the document filed under par. 3 of RPD.

1. d

Not applicable.

1. e

Not applicable.

1. f

All this information can be obtained from the extract of the Incorporation Act as filed under par. 3 of RPD.

2.

JMCZ is a fully owned subsidiary of the holding company Joseph Müller Hüttenprodukte, Zürich. JMCZ was also heavily engaged in the formation of other subsidiaries and became a shareholder of these firms which were all formed to increase the activities and business volume in the field of raw materials and products handled by JMCZ.

2. a

The companies which JMCZ helped to incorporate and in which it participated heavily are:

1. Montana Mining Corporation.
This is a U.S. corporation which was incorporated in the state of Montana on May 9, 1969. This company name was amended and incorporated on June 23, 1970 under the name of Chemical Corporation of America in the state of Delaware. Refer to the relevant documents of incorporation filed under par. 3 of RPD.
2. Finance & Investment Company Bermuda Ltd.
This was incorporated on September 16, 1969 under the laws of the Islands of Bermuda, as per the Act of Incorporation filed under par. 3 of RPD.
3. Holding & Management Corporation Ltd, Zürich.
This firm was incorporated on October. 1, 1969 in Zürich, Switz., as per the Act of Incorporation filed under par. 3 of RPD.

All these companies are still in existence and the nature of their business can be seen under the corresponding Act of Incorporation, which all relates to the activities of JMCZ and the purposes involved, viz. to trade, purchase or sell, finance and/or construct production facilities, loading and unloading terminals, etc., are all related to the transactions of JMCZ.

2. b

1. CCA, New York was and is still 100 % owned by JMCZ.
2. H & M Zürich is 100 % owned by the parent company of JMCZ.
3. FIC is a publicly owned company and today almost 98 % of all the outstanding shares are held by either H & M Zürich

or the parent company of JMCZ, which two companies bought back all these shares either from JMCZ or other private shareholders. The parent company of JMCZ was forced to buy back these outstanding shares on account of the fact that the parent company issued a guarantee to re-purchase all outstanding shares at \$50, less a transfer charge per share, representing the same amount of money at which the shares were sold at the public offering. This was originally done to safeguard any public shareholder in case that something would go wrong in the future, or that the company would be involved in unforeseen difficulties such as the conspiracy of the shipowners and the losses resulting from their conspiracy and conduct.

2. c

All persons and officers of this corporation are listed in the Acts of Incorporation as filed under par. 3 of RPD.

2. d

1. None of these three companies have been dissolved up to the date of writing.
2. CCA New York, however, is inactive at present, because as long as the conspiracy continues, this company as well as JMCZ, have no possibility or opportunity of chartering any specialised ships and are therefore unable to conduct any business at all. The resulting losses from this can be seen from the statement contained in par. 36 of RPD.
3. Due to the conspiracy of the shipowners and the impossibility of being able to proceed with its plans for the construction of a big VCM complex in the Caribbean area, Messrs. FIC also incurred tremendous losses which were absorbed either by H & M Zürich or by JMCZ and its parent company. This latter company also had to sell its largest assets, its mining rights in Aravaipa in the state of Arizona, U.S.A., at the price of SFr 1'143'750.- as per the receipt filed under par. 3 of RPD. This sale represented only a minor portion of the value of such mining rights, which formed part of the balance sheet of FIC. Such mining rights had been evaluated at a price in excess of \$ 20'000'000.- as is shown by various feasibility studies carried out by Messrs. Parsons Jurden Corporation in New York, a subsidiary of the Ralph M. Parsons Company, on behalf of the company.

2. e

As mentioned above, CCA New York is still in existence but not actively doing business and this is the case since November 1, 1971.

2. f

This paragraph is already answered above under points 2. a, b, c, and par. 3 of RPD.

3.

Starting in 1967, JMCZ and its chemical and petrochemical departments started to concentrate exclusively on buying any excess quantities of VCM from U.S. suppliers and on shipping such quantities to Europe, where such a product was urgently needed. Since such a VCM transport had never before been attempted over longer distances, or oceans, JMCZ first had to develop "inhibitors" to prevent the polymerisation of this product during transit. Furthermore, no specialised ships were available and no insurance company world-wide was willing, at that time, to insure any such risks for any trade or shipments which had never been carried out previously. This necessitated all our skills, time, efforts and money to remove such difficult problems and to find the suppliers, customers, suitable ships, develop inhibitors and study the hundreds of details as to how VCM could be properly loaded, transported and unloaded, in ship tanks which had to be specially prepared, purged and checked etc., in order to prove the feasibility of such shipments which were to the advantage of the U.S. producers and exporters and to the customers of JMCZ in Europe. For this reason JMCZ had to train its own personnel and to take into its service other experts who in turn had to brief the shipowners on the various problems and technical details involved in such transports.

4.

The commodities handled were mostly VCM and related liquified gases such as LPG's and LNG's. JMCZ, however, first wanted to establish the feasibility and safe transport over long distances of VCM, one of the most difficult products on account of its

chemical characteristics and hazardous nature, since this product had never been shipped before in such large quantities. Naturally the other liquified gases mentioned would have fallen in line and helped to increase the business volume had the shipowners not conspired and stopped such transactions.

5.

JMCZ and its parent company are fully owned Swiss companies and are not, in accordance with Swiss Law, required to make public statements or required to publish balance sheets or profit and loss statements, and it is for this reason that JMCZ is unable to comply with this paragraph. However, JMCZ makes available all documents relating to the purchase, sale and transport of any VCM tonnage or other products which are a part of this investigation, under separate and detailed statements as filed under pars. 4, 5, 6 of the RPD.

All these documents permit anyone to see what quantities were bought and sold and transported and at which prices and profits, so that everyone realizes the full extent of such transactions till such time when the defendants stopped this business with their conspiracy and breach of contract.

6.

This data is not available because as mentioned above, no profit and loss accounts are established and published and such data is irrelevant to the complaint put forward, because all the damage incurred by JMCZ and its subsidiaries is proved and ascertained with individual documents and statements which are true and certified extracts from the book-keeping and auditor's statements and controls of JMCZ.

7.

The extent of the exports of VCM during the period referred to, can be seen from the documents referred to in par. 4 of RPD. Any other revenues or exports which do not form part of the complaint are irrelevant to this case.

8.

We identify each transaction in which the plaintiff was engaged in purchasing or selling VCM with the documents submitted in pars. 4, 5, 14, 35, 36, 37 and 38. All these documents identified herewith give the exact amount of VCM purchased and sold, transported, as well as the profit or loss obtained therefrom.

9. a.

The exact amount of VCM exported or imported by JMCZ can also be seen from the documents identified under the above par. 8.

9. b.

The amount of other LPG or LNG exported or imported by JMCZ is irrelevant and immaterial because it does not form part of the complaint.

9. c.

Not known to us, but these figures can be obtained by the defendants from the official Export Statistics of the U.S.A. However, during the initial period JMCZ had practically 100 % of these exports to overseas markets in Europe until the ship-owners started to conspire and make use of the trade secrets and started to co-operate with the competitors of JMCZ viz. CONOCO (Continental Oil Co.), PPG (Pittsburgh Plate & Glass Co.), Dow Chemical Company etc., until the total export figure of JMCZ came to nil.

From the official U.S. Export Statistics therefore, anyone can easily find out what amount of business was taken away from JMCZ and what approximate loss was incurred by JMCZ. We enclose and identify a summary of import statistics of VCM from the U.S.A. to Switzerland and Germany. JMCZ pioneered this business in most of the European countries and later lost it 100 % to its competitors on account of the conspiracy of the shipowners who offered their ships to the competitors instead of to JMCZ and did so at even lower freight rates than quoted to JMCZ. These figures can be found under par. 63 of RPD.

9. d

Irrelevant and immaterial because it does not form part of the complaint.

9. e

The total tonnage transported by JMCZ in ships owned or operated by defendants SAGA can be seen from the statement dated August 22, 1973 in par. 6 of RPD.

9. f

The amounts transported by JMCZ in ships owned and operated by Mundogas and Gazocean, are nil because they refused to transport at \$23 and insisted on their higher and similarly conspired price of \$32.

9. g

The exact tonnage transported by our competitors in SAGA ships is unknown and has to be indicated by SAGA.

9. h

The amount of VCM transported by our competitors in ships owned by Gazocean and Mundogas has to be indicated by those defendants.

9. i

Each person and company to whom JMCZ sold and delivered VCM can be seen from the documents contained in par. 4 of RPD. The same must be said for the sales price, the date of sale which can be seen from these contracts under par. 14. Also the places to which the VCM had to be transported can be seen from such customers contracts and the date of each transport can be seen from par. 5. All documents reflecting and relating to each sale and transport of VCM can be seen under pars. 4 and 5 of RPD.

9. i

All the information was already given above under 9, i.

9. k

The gross income from sales of VCM transported by the defendant SAGA can be seen from the attached statement dated August 22, 1973 and filed under par. 6 of RPD.

9. l

No income because the other defendants refused to honour their commitments.

9. m

The profit of JMCZ from sales of VCM transported by Sigval Bergesen can be seen from the statement dated August 22, 1973 enclosed under par. 6 of RPD.

9. n

These figures can be seen from the statement dated August 22, 1973 enclosed under par. 6 of RPD.

9. o

The exact amount of expenses incurred by JMCZ is not published because no balance sheets or profit or loss accounts must be published under Swiss Law and such data is immaterial since the gross profit or loss can be seen from the various paragraphs and documents identified above, which permits everyone to re-check each and every figure as requested or required.

9. p

Irrelevant and immaterial because no tonnage was transported by the other defendants as they chose to conspire with and protect SAGA in its business.

9. q

Immaterial and irrelevant because the other defendants didn't transport anything for JMCZ.

9. r

The profit can be seen from the statement dated August 22, 1973 under par. 6 of RPD.

9. s

The same applies as under point 9. o.

10.

JMCZ has not made any changes in its methods of allocating profits, losses or expenses since it started its VCM trade in 1967-68.

11.

We herewith identify the statement dated August 22, 1973 filed under par. 6 of RPD, which is an extract from our bookkeeping department, duly certified and signed by the person in control of such bookkeeping department, stating the exact profit or loss JMCZ obtained from these VCM importing and exporting activities from the U.S.A. to Europe. This statement is accompanied by all documents such as, the invoices of our U.S. suppliers and JMCZ invoices to our customers, so that the exact gross revenue can be seen and calculated and from which gross revenue the freight rates and general expenses of JMCZ will have to be deducted as shown.

12.

We confirm that all the persons mentioned under par. 12, with the exception of Mr. Henry Hasenberg, were employed by JMCZ. Mr. Hasenberg was JMCZ's New York representative and contact person. His work was paid in the form of a commission on the total tonnage of all VCM bought and exported out of the U.S.A. and sold to JMCZ customers in Europe.

12. a

The full names and last addresses of the former JMCZ employees are as follows:

Mr. W. Zbinden
Mumigerstrasse 86
8606 Greifensee Switz.

Mr. M. Kooymans
Seestrasse 161
8800 Thalwil Switz.

Mr. H.J. Hasenberg
240 Central Park South
New York N.Y. 10019 USA

Mr. A. Biasi
Itzikon
8627 Grüningen Switz.

Miss Mary Mc Mahon
Zürcherstr. 72
8102 Oberengstringen Switz.

12. b

Mr. Zbinden, Mr. Kooymans and Mr. Biasi were employed in the capacity of managers and they all had authority to act and sign on behalf of the company, as can be seen from the Act of Incorporation, which Act we identified and filed under par. 3 of the RPD.

12. c

The duration of employment of the various employees was as follows:

	from	to
Mr. Zbinden	1.9.64	28. 2.73
Mr. Kooymans	1.9.67	28. 2.73
Mr. Biasi	1.6.53	31. 8.69
Miss Mc Mahon	15.5.68	19.12.69

12. d

None of the employees mentioned under par 12, including Mr. Hasenberg are any longer in the services of JMCZ. On account of the conspiracy of the defendants and the impossibility of undertaking further transactions and of continuing with the work to increase business volume, they all chose to resign and look for other assignments or start on their own.

12. e

Mr. Kooymans worked full time on all problems as assistant to Mr. Muller, dealing with every detail concerning the purchase and sales angles, as well as the transportation or discussions with the defendants. Mr. Zbinden was Controller and supervised all financial affairs and the accounts department.

Mr. Biasi was practically not involved at all in the Chemical Department and he headed and supervised the Steel & Metals Department. He occasionally only signed a letter in the absence of one of the other officers when they were travelling. Mr. Hasenberg was fully aware of all the details on the purchase end in the U.S.A. and he was also supervising each and every shipment in the U.S. ports and usually met with the representatives of SAGA or other defendants in New York and other places in the U.S.A.

Miss Mc Mahon was a secretary who typed all the correspondence as submitted to the court in this case.

13. a - d

This data, such as exact addresses etc., has already been indicated under par. 12 a - e. These former employees have no further direct corporate or legal relationship with JMCZ. Furthermore, JMCZ does not even know whether they are working for other companies or on their own accounts.

13. e

This information has already been indicated under par. 12 a - e.

13. f

As for par. 13. e.

14.

JMCZ did not conduct or participate in any other investigations of the alleged combination and conspiracy referred to in pars. 9 and 10 of the complaint, because all the information, corres-

pondence and documents obtained during its usual trading activities furnished enough proof that the defendants had created a 100 % monopoly of all suitable ships in that tonnage range and with the available equipment on board suitable to receive, transport and deliver VCM from the U.S.A. to Europe. All these facts are contained in the summary dated April 11, 1973 which is here-with identified and submitted in par. 10 of the RPD.

15. a - d

Not applicable and immaterial as mentioned under par. 14 above.

16.

Plaintiff states that he has heard from various persons and officers and employees of the defendants regarding this alleged combination of conspiracy and parallel pricing as mentioned here-under:

16. a

Mr. C.P. Willis, Vice President, Mundogas, Hamilton/Bermuda
Mr. Christian Marner, Chartering Manager, Mundogas, Bermuda
Mr. Francisco M. Mascaro, Mundogas, Hamilton/Bermuda
Mr. François J. Olivier, Petromar, 37, rue Caumartin,
F-75 Paris 9/France
Mr. Roland Hautefeuille, SAGA) 9, rue Jacques Bingen,
Mr. Faure, SAGA) Paris 17/France

16. b

Mr. Joseph Muller, officer of JMCZ
Mr. Manfred Kooymans, Manager JMCZ.

16. c

March 17, 1969 and June 20, 1969.

16. d

We identify the corresponding report dated March 17, 1969 made by Joseph Muller concerning these facts during his visit with Mundogas in Hamilton/Bermuda on that date, and the report made by Mr. M. Kooymans dated June 20, 1969 regarding his discussions and meetings also held with Mundogas and the meetings between Mundogas and SAGA in Paris and London as laid down in such report which plaintiff included under par. 26 of RPD.

16. e

Oral statements concerning such mutual meetings to fix parallel pricing were also confirmed by phone and during visits from Mr. Olivier to Mr. J. Muller and Mr. M. Kooymans by phone and during visits in Paris as per the documents filed under par. 22 + 26 of RPD.

16. f

All such written reports and documents were sent with plaintiff's letter dated May 22, 1969 as contained in par. 26 of the RPD to plaintiff's attorneys Messrs. Raphael, Searles & Vichy, 770 Lexington Ave, New York, N.Y.

17. a

The defendants SAGA, Gazoceen and Mundogas, either directly or indirectly through their brokers, bought, chartered or managed to bring, in any other way, any available ship which was not employed in the open freight market under their control in order to corner such freight market and to make it impossible for the plaintiff to charter any of these suitable ships through any other channel than through the defendants at the agreed parallel price, which they mutually set when they conspired against the plaintiff. The defendants had a 100 % monopoly on all available and suitable ships of the size and tonnage which could be used for the traffic to transport VCM from the U.S.A. to Europe, as can be seen in detail under the memorandum and facts dated April 11, 1973 and submitted and identified herewith under par. 10 of the RPD, by the plaintiff.

17. b

By having cornered the freight market, for all the suitable ships, it was an easy matter for the defendants to get together and have SAGA breach the Freight Contracts and Charter Party Agreements concluded between them and the plaintiff and to either force the plaintiff to accept any higher price forced on him or to lose any future business for VCM on account of the impossibility to charter any of these suitable ships which were all under the control and 100 % monopoly of the defendants.

17. c

The exact times, dates and places or positions where these alleged facts referred to above occurred, can all be seen from the correspondence which plaintiff identified under pars. 10, 22, 26, 27 of the RPD.

17. d

We identify our Memorandum dated April 11, 1973 contained in par. 10 of the RPD.

18. a

The defendant Gazoceen offered in their telex offer dated October 14, 1968 which document we identify and enclose in par. 22 of the RPD, the price of \$23 and increased such price after they had entered into merger talks with the defendant SAGA, with their telex dated January 29, 1969, to \$33 for a 2'800 ton ship, which offer we identify and enclose under par. 22 of the RPD. This coincides exactly with the time when the defendants SAGA and Gazoceen were heavily engaged in merger talks and when they fixed a parallel price to the disadvantage of the plaintiff.

The defendant SAGA also increased its contract price of \$23, which was established with the Charter Parties dated October 12, 1968 and December 23, 1968, which documents are identified and filed under par. 20 of the RPD, in January to \$32. This is exactly at the same time when SAGA was involved in merger talks with Gazoceen. SAGA was also threatening to breach the contract of December 23, 1968, if the plaintiff would not accept the higher price of \$32 on a voluntary basis.

The defendant Mundogas which had offered the old price of \$23 as per their telex offer dated March 17, 1969, which we herewith identify and enclose under par. 23 of the RPD, increased such price to \$32 after they had visited and conferred with the defendant SAGA in Paris and London as per the report dated June 20, 1969, identified and enclosed under par. 26 of the RPD. This higher and parallel price quoted by Mundogas is contained in their telex quotation dated May 15, 1969, filed under par. 27 of the RPD, which immediately followed their talks with the defendant SAGA in Paris and London as per the report dated Feb. 28, 1969 identified herewith and enclosed under par. 21 of the RPD. This clearly proves that the defendants SAGA and Gazocean also convinced and mutually agreed on this parallel pricing. Mundogas willingly collaborated, withdrew its original offer and insisted from that time onwards also on the parallel price fixed among the defendants of \$32. When the plaintiff didn't accept this higher price, Mundogas also refused to quote any further ships to the plaintiff thus contributing to the conspiracy from their end.

From this time and onwards all of the defendants refused to quote any further ships to the plaintiff which can be seen from the documents which we herewith identify and enclose under par. 66 of the RPD, where we repeatedly asked for new quotations, however, with no result or answers on the part of the defendants. The documents are herewith identified as follows:

Letters to:

- 1) Messrs. Raphael, Searles + Vischi from JMCZ, dated March 27, 1969, April 16, 1970, April 30, 1970, Dec. 22, 1970;
- 2) International Tanker Chartering Services N.Y., Sept. 8, 1969;
- 3) Mundogas, Bermuda, Dec. 10, 14, 1971;
- 4) Gazocean SA, Paris, " ", 14, 1971;

Telex from:

Int. Tanker Chart. Services, April 29, 1970.

This led the plaintiff into a situation whereby he was no longer able to conclude any further transactions on account of non-availability of suitable vessels which were all chartered or under the control of the defendants. The defendants on their part started to offer their ships to the customers of the plaintiff directly and started their negotiations with the suppliers of the plaintiff in the U.S.A. in order to obtain the product, or at least the freight contracts directly from such suppliers to transport the VCM, and this in most cases even below the rate quoted to the plaintiff of \$32, which they had fixed as a parallel price and as a conspiracy action against the plaintiff.

18. b

Is already answered under above 18. a.

18. c

Is already contained in par. 18 a, above.

18. d

All the correspondence, reports, memoranda, documents, writings etc., are herewith identified and separately enclosed under pars. 11, 26 of the RPD. The persons involved from Mundogas are listed under point 16.a of this interrogatory. The persons involved from Gazocean are: Mr. René Boudet, Mr. Frenkel, Mr. Jean V. Faurisson, Mr. Genharo Aprea.

19. a

Defendant SAGA approached and discussed with plaintiff's customers such as Pechiny St. Gobain, Uguine Kuhlmann, SNPA, Reposa Spain, etc. the possibility of chartering their ships directly to such companies and this at even lower prices than those offered to the plaintiff. The same must be said for Gazocean who approached, on a similar basis, the plaintiff's customers and suppliers. Moreover SAGA made use of their only available unloading at Port St. Louis du Rhône, when talking to plaintiff's customer, offering such facility to the customers by using this advantage to convince the plaintiff's customers to make use of SAGA's services directly by by-passing the plaintiff. At a later stage the defendant even tried and used the unloading facility at Port la Nouvelle which had been developed and equipped with the help and the money invested by the plaintiff in order to damage further the plaintiff's work and business. By so doing, both defendants Gazocean and SAGA, offered and apparently obtained business from Pechiny St. Gobain which plaintiff's customer bought directly from PPG (Pittsburgh Plate & Glass Co.) in Pennsylvania. Such VCM bought directly by Pechiny St. Gobain from PPG was transported in the defendants' vessels at much lower freight rates than offered to the plaintiff at the rate of \$32, and such VCM was loaded in the Port of Lake Charles at PPG's facilities producing VCM, as well as at PPG's new installations in Puerto Rico. All such VCM which was bought directly and transported by the defendants, was unloaded at Port St. Louis du Rhône. Plaintiff's customer Messrs. Pechiny St. Gobain were only able to by-pass JMCZ on account of the fact that the

defendants conspired and offered lower freight rates to the customer directly and by putting at their disposal their vessels and unloading facilities in southern France as described above. The same procedure took place with other customers of the plaintiff such as Reposa in Spain, B.P. in England as well as to practically any other customer of the plaintiff in Germany, Norway, Holland, Italy etc., in which action Mundogas also contributed by putting their ships at the disposal of the plaintiff's competitors who were not active in such business until they were invited by the defendants to ship their VCM directly, and in vessels offered to them by the defendants in an action they had mutually discussed, agreed, carried out to the disadvantage of the plaintiff. The plaintiff herewith identifies all the documents filed under pars. 12, 44, 55-57, 59 of the RPD. All further proof about this conspiracy can be seen from the Bill of Lading, the Charter Parties and any other documents concluded between the defendants and Pechiny St. Gobain about the transport of approx. 20'000 or more delivered by PPG/Pittsburgh to Pechiny St. Gobain directly and transported in the vessels of SAGA, Gazoocean and Mundogas as well as later on in vessels of Sigval Bergesen, Norway. It is well proved that none of the defendants, nor PPG or anyone else, had developed or carried out such VCM sales to Pechiny St. Gobain or other customers, prior to the date before which the plaintiff had established the feasibility of such business transactions. Enough evidence is available and can be produced by the plaintiff that these defendants did everything to deprive the plaintiff of the benefits of its contracts with the various suppliers and customers of the plaintiff, for the purpose of the said defendants obtaining the benefits of such contracts as mentioned in par. 42 of the complaint.

19. b

As already shown the defendants had a 100 % monopoly on all the vessels of the size, and with the equipment capable to load, transport and enter the unloading ports in southern France with a maximum 20 ft. draft. The defendants now offered these ships to the plaintiff's customers and this at a lower freight rate than mutually agreed upon among them and offered to the plaintiff. The plaintiff was asked to pay a much higher price of \$32 and defendant SAGA even breached its contract and refused to continue shipments under their contract obligation of December 23, 1968, at \$23. By so doing, the defendants were the only parties capable and willing to offer their services to the plaintiff's customers and this at better terms and to the disadvantage and damage of the plaintiff. Because the plaintiff also had no other possibility for further shipments, the plaintiff's customers had no other alternative than to make use of this only available shipping possibility and the unloading facilities at Port St. Louis,

owned and operated exclusively by the defendant SAGA, to obtain further deliveries. This also led to the situation that plaintiff's customers were either forced to buy the VCM in future directly from the defendants or from companies or persons controlled, managed, or operated by the defendants or directly from the plaintiff's suppliers in the U.S.A., such as PPG. It is for this reason that additional business, sales, and transactions were concluded directly between the defendants and the plaintiff's customers and suppliers as well as between plaintiff's customers and plaintiff's suppliers, such as PPG, Continental Oil Co., and others, in order to continue the business started and developed by the plaintiff to the damage and complete disadvantage of the plaintiff. All evidence concerning this big conspiracy can be seen from the documents which were established about these transactions and sales concluded as described above, such as Bills of Lading, Charter Parties, Sales Contracts of PPG to Pechiny St. Gobain, Pechiny's orders to PPG and freight contracts etc.

The same actions and procedure took place with other customers of the plaintiff, such as EtinoQuimica in Spain, B.P. in England, Solvic in Italy, BASF and Huls in Germany, etc.

The quantities supplied to the plaintiff's customer, Pechiny St. Gobain, by PPG exceeds 20'000 metric tons, and the total business lost by the plaintiff after the conspiracy started in 1969, amounted to approx. 200'000 tons of VCM during 1970 and the years thereafter. All this tonnage was transported by the three defendants so that they reaped the benefits 100 % of the plaintiff's work, efforts, capital, know-how and good-will invested in this newly developed export business from the U.S. to Europe. The total tonnage transported under this conspiracy agreement outside the plaintiff's control must be obtained from the exact figures to be supplied by the three defendants in the form of their Charter Parties and Bills of Lading confirming the tonnages they transported during those periods.

19. c

The exact dates and times, places and positions where all these acts and conspiracy occurred can be seen from the Charter Parties, Bills of Lading, Freight Contracts, Purchase & Sales Agreements concluded between the defendants and plaintiff's customers, whereby it must be made known that the defendants mostly acted through their appointed, official agents and brokers, whom they charged to conduct such business on their behalf as demonstrated between SAGA and Petromar for the transactions concluded with the plaintiff. Furthermore, we identify the following documents evidencing the visit of Mr. Le Floch's contacts with plaintiff's suppliers and customers, during which said Mr. Le Floch tried

in every way on behalf of his company to convince such plaintiff's supplier or customer to deal directly with the defendants to the disadvantage and damage of the plaintiff:

Filed under par. 55 Telex dated 11.10.69 from Mr. Hasenberg
of RPD: N.Y. to JMCZ Zurich;

Filed under par. 57 Letter dated 11.2.69 to Petromar from
of RPD: JMCZ.

19. d

This information has already been supplied above.

20. a

As already mentioned under par. 48 of the complaint, the plaintiff has been hurt very badly by the unfair method and trade and competition in violation of 15 U.S. codes which adversely affected the economic interest of the plaintiff because all the defendants did everything from the very beginning to get access to the plaintiff's trade by offering their ships, which they had under their 100 % monopoly in order to find out each and every trade secret, the names and sources of plaintiff's suppliers and customers, all details and secrets concerning the "inhibitors" developed, used by the plaintiff to prevent polymerisation and damage to such specialised vessels and to avoid any risks for such transports of VCM over long distances. Once the defendants had all the information they wished to obtain, for which purpose they offered advantageous prices in order to get the business, they started to play their unfair methods by breaching concluded and valid Charter Party Contracts, by approaching plaintiff's suppliers and customers directly, by offering to these persons and companies their services directly, and at lower prices than offered to the plaintiff, in order to push the plaintiff out of this business, and in order to undertake these transactions themselves and alone, and amongst them in the future, to their benefit and advantage and to the great disadvantage and loss of the plaintiff.

20. b

The specific manner and ways in which the defendants acted are described in the various paragraphs of this interrogatory, showing how the representative of SAGA and other defendants, approached plaintiff's suppliers and customers directly. Once

the defendants had all the trade secrets and the confidential information which allowed them to by-pass the plaintiff, they started to act in an open way using all their powers they had, by controlling a 100 % monopoly of the available ships, offering such ships to the interested parties of plaintiff's suppliers and customers and even started to make press-releases about the formation of new companies which would handle exactly that type of business, in the future, which they had learnt and practically stolen from the plaintiff.

20. c

The exact dates and times, places and positions where all these actions took place, started early in 1969 and still continue up to this date of writing, in all parts of the world, especially in the U.S.A. and Europe, where the defendants continue to take away the business from the plaintiff, by the methods described above.

20. d

We herewith identify a press release, as filed under par. 65 of the RPD, which the plaintiff obtained from France about a press announcement of the Rothschild Empire, which does not only control the Rothschild Bank on a worldwide basis, but also the defendant SAGA and many other companies and corporations as can be seen from this publication. This press release further states that the defendant SAGA was not in a very good financial shape and condition and that the Rothschild brothers decided to re-organize Messrs. SAGA and to become much more active in the field of liquified gases such as, VCM, LPG's and LNG's. Furthermore, this press-release confirms that the Rothschild brothers, who controlled the defendant SAGA, formed Messrs. Astragal, which company handles the stockage, loading, unloading and transport of such liquified gases, as described in this paper through their terminal at Port St. Louis and other new places to be built.

Furthermore, this press-release confirms that the defendant SAGA decided to form a new company called Sofran Gas, and in addition to this, another holding and re-grouping company for the future activities of their tankers and ships for such liquified gases, which holding company again will be supervised by Messrs. Sofran Gas, which company in turn will be controlled by SAGA, and ultimately by the Rothschild brothers. This press-release also announces that the Rothschild brothers, always through the defendant SAGA, will also create a new company in a tax-shelter country such as Luxemburg, etc. This article clearly describes, the so-called Rothschild expansion, which was carried out through the defendant SAGA on the instructions of the Rothschild brothers and their empire.

We furthermore herewith identify and enclose another press-release, under par. 65 of the RPD, from another French newspaper, confirming that a certain Mr. André Anstett, General Director of the defendant SAGA, has been nominated as the President of another new company called Multinational Gas & Petrochemical Co., another offspring of the Rothschild empire and the defendant SAGA. This article also confirms that a certain Mr. François Caries, General Director of the Compagnie du Nord and Vice President of the defendant SAGA, as well as a certain Mr. Stephan Redon, General Director of the defendant SAGA etc., were elected officers of such new offspring formed and created by the defendant SAGA to openly handle the purchase, sale, transport and stockage etc., in future, on behalf of the defendant SAGA and on the instructions of SAGA and its owners. Furthermore, the plaintiff identifies and encloses under par. 65 of the RPD, another press-release from the Phillips Petroleum Company, dated August 14, 1970, dealing with the formation of the above described offspring of SAGA, viz. Messrs. Multinational Gas & Petrochemical Co., which newly formed company will engage in world-wide trading, transportation and terminalling of liquified petroleum gas (LPG), anhydrous ammonia and related products etc. This press-release also clearly nominates the representatives of the defendants SAGA who act as officers and directors of this newly formed company. It is worth mentioning that another director of this newly formed company is also Mr. Pierre Daridant, the New York office representative of the defendant SAGA, who as shown in this paper, visited the plaintiff's suppliers in the U.S.A., together with Mr. Le Floch, in order to obtain direct deliveries and business based on the information and secrets that they had obtained from the plaintiff directly. Since this press-release, which was published by Messrs. Phillips Petroleum Co./Oklahoma, a U.S. corporation, did not mention any trade for VCM, the plaintiff contacted this newly formed company in London directly in order to find out whether this newly formed company is really also acting as a trader and seller of petrochemical products and liquified gases as described and as the plaintiff accused the defendants in par. 48 of their complaint. We identify and enclose photocopies of the correspondence exchanged between the plaintiff and Multinational Gas & Petrochemical Services Ltd., in London, the letter dated April 14, 1971, from Multinational to JMCZ and the letter from Multinational dated April 22, 1971 addressed to the plaintiff. From these documents it can be seen that this newly formed company, Multinational even had the nerve to offer to the plaintiff VCM from the U.S.A., for purchase and use by the plaintiff in Europe and in other parts of the world. The plaintiff continued this correspondence with their letter dated April 30, 1971, which we also identify herewith, in order to obtain more proof and evidence of the conspiracy organized by the defendants against the plaintiff. However, after a certain date, Multinational Co. apparently found out what mistakes they

have committed and abruptly stopped their correspondence with the plaintiff and were no longer interested to offer any further material to the plaintiff. All the documents mentioned above are contained in par. 65 of the RPD.

Furthermore, the plaintiff wishes to mention that Multinational Gas and Petrochemical Services Ltd. also opened an office in New York and hired a former employee of the B.F. Goodrich Chemical Co./Cleveland, an expert who was fully aware, capable and well informed on the VCM trading and sale because such B.F. Goodrich Company was a supplier of the plaintiff from the very beginning. This gentleman was hired away by Multinational Company from the B.F. Goodrich Co. at almost double the salary which he was payed during his employment with B.F. Goodrich, which demonstrates once more that the defendants were willing to take any type of risk or pay any price in order to get this business and to take it away from their own customers or from the plaintiff, against whom they conspired with the purpose of expressly incurring damage and loss to him.

21. a

As can easily be seen from the above pars. 20 a - d, the defendants SAGA and Petromar, in conjunction with the other defendants, wrongly appropriated the information given to them in confidence by the plaintiff and used such confidential and secret data, know-how and practical experience, not only for their own use, but offered such know-how also to other companies such as Phillips Petroleum Co. and others, in order to get such large companies to co-operate and form other new companies, to do such business in future directly and by by-passing the plaintiff from which they had obtained all this information. The same can be said of the other defendants Gazocean and Mundogas who made use of this information themselves and used it for other business purposes including developing this information further and selling it under licence agreements in the LPG and LNG field to other companies in the U.S.A., Japan and other parts of the world. It is worth mentioning that Messrs. Gazocean meanwhile have become the leading company for the transport of LPG and LNG, also for exports to the U.S.A. under the present energy crisis where tremendous tonnages of liquified natural gas will be imported into the U.S. under licence agreements and ships developed, used and controlled by Gazocean and others.

21. b

It can be easily understood that all the defendants became more and more eager to conspire once they had realised the potential of such business for liquified gases and petrochemicals, once the feasibility and viability of such transport in large volumes had been established and proved by the plaintiff.

Once the defendants had realised the potential of this future business, they were willing to risk any price to breach contracts, to by-pass the plaintiff by all ways and means in order to get these transactions under their full and 100 % control. It is for this reason that all defendants continued to charter and acquire other vessels, in order to increase their monopoly also for larger sized vessels and tankers, etc. Today, for instance, Gazocean is one of the first, and the biggest company that controls huge LNG tankers, its technology; etc., and is therefore also in a position to force practically any price or freight rate on anybody throughout the world for future transportation of liquified gases. The same must be said for the other defendants SAGA and Mundogas who continue to offer their vessels only to those companies or persons who are willing to accept their way of doing business and their prices, which they practically dictate on the world freight market.

21. c & d

The plaintiff made available to their New York attorneys, Messrs. Raphael, Searles and Vichi various correspondence, reports, memoranda, manuels, service brochures of the three defendants Gazocean, SAGA and Mundogas, evidencing all the proof that these three companies had established a practical monopoly in this field of transportation and all three of them felt strong enough in concert to force anyone to accept their way of doing business, if someone wanted to stay in business also in the future.

22.

The contract which the plaintiff placed for about 50'000 metric tons of VCM from Ethyl Corporation, in accordance with par. 12 of the complaint is contained in par. 35 of the RPD. This contract also shows the signature of the plaintiff (Mr. Joseph Muller) and the supplier (Mr. J. Ramin).

23.

The firm contracts concluded by the plaintiff in accordance with par. 12 of the complaint with VCM customers in France, Spain, Germany and other countries in Europe are identified herewith and submitted under par. 14 of the RPD.

23. a

The profits itemized which plaintiff anticipated and obtained can be seen from the statement contained in par. 6 of the RPD which is herewith identified.

23. b

Some correspondence which led to these sales contracts is identified and enclosed under par. 15 of the RPD. It is too cumbersome and irrelevant, however, to include all letters and telexes etc. concerning this point.

23. c

We identify

Mr. Joseph Muller
Mr. Manfred Kooymans
Mr. Roland Eller

of the plaintiff, who prepared, concluded such contracts and itemized the profits as per the statement mentioned under 23. a.

24. a

We identify

Mr. Joseph Muller
Mr. Manfred Kooymans.

24. b

We identify

Mr. Roland Hautefeuille, SAGA
Mr. Yann Remond, SAGA
Mr. Michel Le Floch, SAGA
Mr. François Olivier, Petromar
from the defendants.

24. c

We identify the contract of October 12 and of December 23, 1968 as submitted in par. 20 of the RPD.

25. a

We identify each tanker which was available and qualified to transport the VCM as per our paper addressed to Mr. Eickenberry entitled "working sheet for Messrs. Eickenberry & Peterson regarding facts & figures connected with anti-trust case against Messrs. Gazocean, SAGA and Mundogas" and dated April 11, 1973, as enclosed under par. 10 of the RPD.

25. b

See the exact statement as already identified under 25. a, above.

25. c

We identify all the documents submitted in par. 37, 38, 39 of the RPD, showing the efforts of the plaintiff to continue to operate on a sound economic basis except through the instruments and facilities of the defendants and this at great trouble, time and loss of money to the plaintiff. The damage and costs incurred herewith to the plaintiff can be seen from the documents submitted under par. 36 of the RPD.

26.

We identify the detailed paper addressed to Mr. Eickenberry, dated April 11, 1973, describing the types of tankers required and the equipment needed as well as the size and tonnage of ships qualifying for this transport, as filed under par. 10 of the RPD.

27.

All facilities installations, unloading, receiving equipment, railway yards, mainfolds etc. were controlled and owned by the

defendant SAGA, Petromar only being their official and appointed broker and acting on their behalf and on their instructions.

28. a

We identify all of the plaintiff's customers in France according to the various contracts concluded between the plaintiff and such customers as per the documents and contracts enclosed under par. 14 of the RPD.

29.

We identify the charter party contract dated December 23, 1968 as enclosed under par. 20 of the RPD.

29. a

This charter party contract was signed by Mr. Olivier from Petromar, on behalf of the defendant SAGA as their official broker.

29. b

We also identify all documents and general correspondence which led to such a charter party contract as enclosed under pars 5 and 20 of the RPD.

29. c

We identify all documents still left under the jurisdiction of the plaintiff and as submitted under par. 11, 16, 17 of the RPD, relating to such negotiations and unilateral effort on the part of the defendant SAGA, and Petromar on their part to violate the terms of the agreement as described in pars. 20 and 21 of the complaint. Furthermore we identify all the correspondence which the plaintiff had to submit to the arbitration court in Paris as ruled by the New York Court of Appeals, which all documentation is already in the possession of the defendant SAGA. We identify, therefore, all such additional documents which the defendants' attorneys can check and investigate as asked under this par. 29. c from the plaintiff's appointed arbitrator, Mr. Richard Kirk, at 120 Broadway, New York, who is in possession

of another complete set of documents as submitted by the plaintiff, regarding this matter, to the Court of Arbitration in Paris. All these documents are identified herewith by the plaintiff.

29. d

All the documents are enclosed under pars. of the RPD as mentioned above, the full set can be seen at Mr. Richard Kirk's office as identified under the above 29. c.

29. e

The exact date of termination of each agreement can be seen from all documents mentioned under the above paragraphs and are identified herewith.

29. f

All the reasons advanced by the defendants can also be seen under the documents identified above.

29. g

Naturally the plaintiff has asserted claims in regard to the alleged agreement other than the claims asserted in this complaint, filed in this action. These claims are detailed in every aspect and in all points by the arbitration procedure and all the documents submitted to the arbitration court in Paris. The plaintiff continues to claim for all the damage and loss incurred to him as a result of the breach of contract. All documents and details can be seen from the corresponding court case before the Arbitration Court in Paris, which details are all in the hands of the defendants SAGA and their appointed attorneys and arbitrators. Furthermore a full set of all documents can be examined by the defendants' attorneys, at the office of Mr. Richard Kirk, 120 Broadway, N.Y.

30.

All the remaining documents which are still under the jurisdiction of the plaintiff are enclosed in pars. 11 and 17, of the RPD and we herewith identify the various letters

from which all the details in accordance with 30. a, c and d can be seen. In addition we identify all and every document plaintiff had to submit to the Court of Arbitration in Paris for breach of contract by the defendants SAGA and Petromar in this matter, and which arbitration was ruled by the Court of Appeal in New York. All these documents are already in the hands of the defendants SAGA and Petromar through their own lawyers and arbitrator who have access to all these files in the Paris Court. Furthermore another set of all these documents can be checked and examined by the lawyers of the defendants at the offices of Mr. Richard Kirk.

31.

All the evidence sought under pars. 31 a, b, and c is identified under the same paragraphs and addresses as already mentioned under the above captions 30. a - d.

32.

The protestation, objection and arguments about the non-acceptance of the new, enforced price of \$32 per metric ton quoted by the defendants in regard to the transportation of VCM are also contained in par. 17 of the RPD. Furthermore all these documents which confirm any oral or written agreement can be found in the file before the Arbitration Court in Paris or with Mr. Richard Kirk in New York, as mentioned above.

33.

The plaintiff identifies the secret talks and conversations held between SAGA and Gazoceen by the memorandum made by Mr. Joseph Muller after his visit together with Mr. Kooymans, to Mr. Bayle in Paris, during the month of February, 1969. This document dated February 28, 1969 is filed under par. 11 of the RPD. Furthermore we identify the report dated March 17, 1969 which Mr. Muller wrote and sent to his Zürich office after his visit with Mundogas, in Bermuda on March 17, which document is contained in par. 26 of the RPD.

33. a, b, c & d

All these questions and documents are identified by the documents already outlined under the above 33.

34.

Numerous discussions and meetings took place between the defendants SAGA and Gazocean in Paris, between the directors, executives and main shareholders, the Rothschild brothers and the Rothschild Bank, in order to merge these two defendants. Plaintiffs were advised by Mr. Bayle, the General Manager of the defendant SAGA at the time and by Mr. B.P. Willis, Vice President of Mundogas as reported and laid down in writing in reports already mentioned and identified under the above par. 33 a - d.

34. a & b

Already answered as mentioned above.

34. c

We herewith identify the following persons whom plaintiff claims also have had a knowledge of these merger talk conversations, conferences and attempts to merge the two defendants SAGA and Gazocean viz.:

Mr. Roland Hautefeuille
Mr. Yann Remond
Mr. Baron de Rothschild
Mr. François Olivier

Mr. Jacques Bayle
Mr. Jacques Darmengeat
Mr. Michel Le Floch

34. d

Further oral communications regarding such merger talks were made over the phone and during personal meetings by Mr. Olivier from Petromar, and Mr. Hautefeuille (after he was thrown out as a director by the defendant SAGA) with the plaintiff.

35.

The co-defendants Gazocean as well as Mundogas quoted to the plaintiff during the time period before the defendant SAGA started its conspiracy against the plaintiff, a freight rate of \$23 per metric ton, which was the going market price and practically the same price as the defendant SAGA offered and accepted in the Charter Party contract with the plaintiff. After the conspiracy took place and exactly at the same time when the defendant SAGA started to commit breach of contract, and when the defendant SAGA made all kinds of difficulties to the plaintiff in contract negotiations or shipments already in course etc., as can be seen from all the documents contained in par. 5, 11, 16, 21 of the RPD, the defendant Gazocean immediately increased its price to approx. \$33 for a 2'000 ton ship with their cable offer dated January 29, 1969 as per par. 22 of the RPD. This price increase coincides timewise exactly during January, when the defendant SAGA committed breach of contract and increased its price at the same time to \$32 from the original \$23. The same happened, therefore, with Gazocean who had offered at the same time as the defendant SAGA, on the 14th October, 1968, with their telex to the plaintiff, a price of \$23. It became crystal clear therefore, that both defendants SAGA and Gazocean had conspired, otherwise it could not be explained why both defendants increased the price almost at the same time in January to the \$32 range from the original \$23. Plaintiff identifies all documents as submitted in par. 22 of the RPD, regarding this conspiracy and parallel pricing to the disadvantage and loss of the plaintiff.

35. a

Plaintiff identifies each and every document submitted in par. 22 of the RPD, regarding their efforts and attempts made to obtain substitute or alternate transportation of the same type as furnished by the defendants SAGA and Petromar, from Mundogas. From these various documents it can be seen that Mundogas offered in March 17, 1969, a price of \$23 to the plaintiff for alternate transportation. From the documents contained in pars. 24, 25, 26, 27 and 28, it can be seen that the defendant Mundogas increased this offered price of \$23 with their telex dated May 15, 1969, to \$32 and this after the Mundogas representatives had met with representatives of the defendant SAGA in Paris and London as per the documents submitted in the paragraphs mentioned above. By this it became furthermore crystal clear to the plaintiff that the conspiracy took place between the defendants to the disadvantage of the plaintiff.

35. b

We identify all the following documents evidencing this attempt an act of conspiracy as follows:

Filed under par. 22 of the RPD

Telex	Feb. 12, 1969	from Mundogas/Bermuda (Mr. Willis) to JMCZ
"	Feb. 19, 1969	from Mundogas/Bermuda to Mr. Kooymans, JMCZ
"	Sept. 23, 1968	from Loretzen, Oslo to Mr. Kooymans, JMCZ
"	Sept. 25, 1968	from Mundogas/Bermuda to Mr. Kooymans, JMCZ
"	Oct. 9, 1968	from JMCZ to Mundogas/Bermuda
"	May 19, 1969	from Mr. Kooymans, JMCZ, to B.P.Willis, Mundogas/Ba
"	May 16, 1969	from Mr. Kooymans to Mr. F. Mascaro, Mundogas/UK
"	May 20, 1969	from Mundogas/Bermuda to Mr. Kooymans, JMCZ
"	May 22, 1969	from Mr. Kooymans, JMCZ to Mundogas/Bermuda
"	Oct. 9, 1968	from JMCZ to Mr. Bude, Gazocean/Paris.
"	Oct. 14, 1968	from Gazocean, Paris to JMCZ
"	Jan. 29, 1969	from Mr. Kooymans, JMCZ to Mr. Frenkel, Gazocean/Ps
"	Jan. 23, 1969	from Mr. Frenkel, Gazocean/Ps to J. Muller, JMCZ
"	Jan. 23, 1969	from Mr. Kooymans to Mr. Frenkel, Gazocean/Paris
"	Jan. 29, 1969	from Gazocean/Paris to Mr. Kooymans, JMCZ
"	Feb. 2, 1969	from Mr. Kooymans to Mr. Frenkel, Gazocean/Paris
"	May 20, 1969	from Mr. Kooymans to Mr. J.V.Faurisson, Gazocean/Ps
"	May 20, 1969	from Gazocean/Paris to Mr. Kooymans

Filed under par. 23 of the RPD

Telex	Mar. 17, 1969	from B.P.Willis, Mundogas/Bda to Mr.Kooymans, JMCZ
"	Mar. 19, 1969	from Mundogas/Bda to Mr. Kooymans, JMCZ
"	Apr. 10, 1969	from Mr.Kooymans to Mr.Willis/Mr.Marner, Mundog./Bda
"	May 27, 1969	from Mr. Kooymans " " Willis, Mundogas/Bermuda

Filed under par. 24 of the RPD

Letter	May 1, 1969	from Mr.Kooymans/Mr.Zbinden, JMCZ to Mr. Willis, Mundogas, Bermuda
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Filed under par. 26 of the RPD

Report	Mar. 17, 1969	"Report on visit with Mundogas" by Mr. Muller
Letter	May 1, 1969	to Mr. B.P.Willis, Mundogas,Bermuda from Mr. Kooymans/Mr. Zbinden JMCZ
Letter	May 22, 1969	Mr.S.Raphael from Mr.Kooymans/Mr.Zbinden, JMCZ
Report	June 20, 1969	"Report on contract negotiations for the transport of vinyl chloride monomer from Port Allen to Marseille" by Mr. Kooymans, JMCZ

Filed under par. 27 of the RPD

Telex	May 15, 1969	from Mr. Mascaro, Mundogas UK to Mr. Kooymans,JMCZ
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Filed under par. 28 of the RPD

Telex	May 27, 1969	from Mundogas, Bermuda to Mr. Kooymans, JMCZ
"	May 27, 1969	from Mr.Kooymans, JMCZ to Mr.Willis, Mundogas/Bda
"	May 28, 1969	from Mundogas, Bermuda to Mr. Kooymans, JMCZ
"	June 5, 1969	from Mr. Kooymans, JMCZ to Mundogas, Bermuda
Note	June 5, 1969	Call from Mr. Mascaro, Mundogas UK to Mr. Kooymans, JMCZ

The plaintiff easily came into possession of all these documents by ordinary exchange of correspondence with the defendants in question.

36.

The persons participating in the negotiations between the plaintiff and defendant Mundogas in March 1969 can be seen from Mr. Muller's report dated March 17, 1969 and from Mr. Kooymans report dated June 20, 1969, which documents we identify and enclose under par. 26 of the RPD.

36. a et b

This has already been answered and identified under the above paragraphs.

37.

The Mundogas representatives with the plaintiff at the meeting in Zürich can also be seen from Mr. Kooyman's report dated June 20, 1969 contained under par. 26, of the RPD.

37. a

The correspondence and letters were already identified under point 35. b under documents filed under par. 26 of the RPD.

37. b

These documents were identified under the above 37. a and the persons of the plaintiff having custody of such documents are: Mr. Joseph Muller and Mr. Manfred Kooymans.

38.

We identify Mr. F.M. Mascaro of Mundogas and Mr. Faure of the defendant SAGA, who met in London on May 12, 1969 as per the report by Mr. Kooymans dated June 20, 1969 filed under par. 26 of the RPD.

38. a

We identified the report under point 38. above and plaintiff's representatives having custody thereof are Mr. Joseph Muller and Mr. Manfred Kooymans.

38. b

As indicated above.

38. c

Already covered under the above points.

39.

We identify Mr. F.M. Mascaro who advised the plaintiff accordingly.

39. a

The telex advice by F.M. Mascaro was handled by plaintiff's representatives Joseph Muller and Manfred Kooymans as per the documents enclosed under the pars. 27 and 28 pf the RPD. The dates of the telexes and persons who sent them are as follows:

May 15, 1969	from Mr. Mascaro, Mundogas U.K. to Mr. Kooymans, JMCZ
May 27, 1969	from Mr. Kooymans, JMCZ to Mr. Willis, Mundogas, Bermuda

39. b

The documents are identified under point 39. a above. The names and addresses of the representatives of the plaintiff having custody thereof are:

Mr. Joseph Muller
Scheuchzerstr. 7
8006 Zürich Switz.

Mr. Manfred Kooymans
Seestrasse 161
8800 Thalwil Switz.

39. c

The oral communication was a telephone call from Mr. Mascaro, Mundogas U.K. to Mr. Kooymans, JMCZ the main point of which Mr. Kooymans wrote down in his Note dated June 5, 1969 as filed under par. 28 of the RPD.

40.

Plaintiff identifies all evidence, documents, communications and any other proof as enclosed and described in the paragraphs mentioned above and hereafter and under the various captions, showing that all the defendants had quoted to the plaintiff during the fourth quarter 1968 a price of \$23 per metric ton and that all the defendants after they had met, decided and were bent on a program to fix parallel pricing to the disadvantage of the plaintiff, raised their prices during the first quarter of 1969, the defendant SAGA and Petromar and Gazocean in January, 1969 and Mundogas during March, 1969, after they had met the representative of SAGA, to a price of \$32 per metric ton. All this evidence is documented by correspondence enclosed and properly identified and described in this paper.

41.

Plaintiff identifies, specifies and again refers to all the correspondence and documents enclosed under pars. 22 - 28 of the RPD and at the same time refers to the answers under the above mentioned points 35 - 40 of this interrogatory in which all the details and documents were identified and mentioned and we explained how the plaintiff attempted to obtain transportation from the defendants Gazocean and Mundogas with respect to the cargo of 25'000 metric tons of VCM as alleged in par. 31 of the complaint.

41. a

We identify Mr. Joseph Muller and Mr. Manfred Kooymans.

41. b

Already identified and mentioned above.

41. c

We identify the following individuals employed by

a) Gazocean viz. Messrs.

Mr. René Boudet Mr. G. Aprea
Mr. Frenkel
Mr. J.V. Faurisson

b) Mundogas viz. Messrs.

Mr. B.P. Willis
Mr. F.M. Mascaro
Mr. C. Marner

41. d

We identify and refer to the documents already identified such as contained in par. 22 - 28 of the RPD as response of the defendants Gazocean and Mundogas.

42.

We identify as follows:

- a) A true extract from plaintiff's book-keeping department signed by Roland Eller of the plaintiff and notarized, stating the exact tonnage shipped by SAGA under the first contract with a total of 26'610 metric tons and proving that the plaintiff obtained on this total shipment a loss of \$102'816.02 or an average of \$4.23 per metric ton. This should be enough evidence that the plaintiff was unable to absorb another extra \$9 per metric ton as fixed by the defendants under the parallel pricing and conspiracy action against the plaintiff.
- b) We again enclose, as above, a true and certified statement by Roland Eller and notarized in the same way as above, about the total shipment of 35'012.11 tons made by Sigval Bergesen, Norway, which tonnage included the second lot of 25'000 tons which SAGA refused to transport under breach of contract of the Charter Party Agreement dated and identified under the date of December 23, 1968, showing that the plaintiff made on these shipments a total profit of 144'010.55 or an average of \$4.27 per metric ton. This profit barely covered the loss which the plaintiff incurred under the statement as shown under 42. a). In addition the plaintiff mentions that it had to pay to Sigval Bergesen for this additional tonnage, freight rates which were

at least between \$10 higher and above the originally agreed rate of \$23 with the defendant SAGA. This represents exactly the additional profit which the plaintiff would have been able to make as additional profit to cover their former losses as well as their large general overheads, costs, legal fees, etc. This additional profit is today also claimed by the plaintiff from the defendants as profit lost on such a tonnage of a total of 35'012.11 tons shipped by Sigval Bergesen as well as for any ton of VCM which the plaintiff was unable to ship during the remaining months of 1969, as well as during the years 1970, 1971, 1972 and also for 1973 and onwards, as long as the defendants continue their conspiracy and parallel pricing against the plaintiff which does not enable the plaintiff to get access to the defendants' ships at the appropriate and correct market price. This additional loss of business and profit will be shown further under separate paragraphs in this answer.

- c) We enclose a statement showing the total figures of tonnage shipped mentioned under the above a) and b), as well as the total figures of the purchase and sales prices which comes out to a total gross profit of \$41'194.53 or an average profit of \$0.71 per metric ton, which minimal profit does not even cover the slightest portion of the plaintiff's expenses, costs, etc., under par. 6 of the RPD.

From all these documents it should easily be understandable why the plaintiff repeatedly told the defendants SAGA and Petromar in personal meetings and in writing that the plaintiff could not economically bear a higher freight rate of \$32 as mentioned in par. 32 of the complaint.

42. a

Plaintiff identifies special and unique tools, procedures and facilities for the transportation, loading and unloading of VCM as:

- a) Special types of vessels and special equipment on board, such as compressors, oil absorbers, valves, installations for adding inhibitors and for taking gas samples of the tank atmosphere, etc.
- b) Special mainfolds on the loading and unloading end, capable of loading and unloading directly from a ship, from and into railway cars on shore, which cars again have to be a special type of railway car to transport liquified VCM under pressure, with corresponding guages, installations, tanks, roofs and safety installations to guarantee safe transport.

- c) Special loading and unloading sites for VCM ships transporting hazardous and explosive cargo in uncongested and unpopulated areas in case of danger, explosions, fires, etc.
- d) Special stand-by equipment to produce nitrogen for purging purposes of the ship tanks, unloading lines, manifold rail tank cars or in case of breakdown of ships, equipment allowing loading or unloading of VCM in liquified form and under pressure.

42. b

We identify the plaintiff's representatives as:
Mr. Joseph Muller and Mr. Manfred Kooymans.

43.

We identify the following persons employed by the defendants:

SAGA	Mr. Roland Hautefeuille	Mr. Jacques Darmengeat
	Mr. Yann Remond	Mr. Jacques Bayle
	Mr. Michel Le Floch	Mr. J.F. Le Masson
		Mr. P. Daridant (SAGA, N.Y.)

PETROMAR Mr. François Olivier

MUNDOGAS Mr. B.P. Willis
 Mr. F.M. Mascaro
 Mr. C. Marner

43. a

We herewith identify all the documents under pars. 16 and 32 of the RPD and specifically mention the telex as filed under par. 32 of the RPD.

Telex Sept. 26, 1968 from Mr. Kooymans, JMCZ
to Mr. F. Olivier, Petromar.

43. b

Most oral communications were also confirmed by registered letter and can be found as identified under the above captions.

43. c

We herewith identify all documents, correspondence, telexes, etc. as filed under par. 17 of the RPD.

44.

Plaintiff herewith confirms that he did in fact purchase the additional 25'000 metric tons of VCM referred to in par. 32 of the complaint.

44. a

The plaintiff's customers to whom these additional 25'000 metric tons were sold, can be seen from the sales contracts containing each and every detail which we hereby identify and enclose under par. 14 of the RPD.

44. b

We identify all sales contracts for this additional 25'000 tons above and in addition to the first 25'000 tons as submitted and produced and herewith identified under par. 14 of the RPD.

44. c

The contract price at which the plaintiff also sold this additional 25'000 tons can be seen from the contracts and invoices and identified under pars. 14 and 4 resp. of the RPD.

44. d

This is already answered under the above caption 44, c, because the plaintiff did not only intend to, but in fact really sold, these 25'000 tons as proved by the documents submitted and identified under above mentioned captions.

44. e

The contract purchase price which the plaintiff paid to its suppliers in the U.S.A. can be seen from the invoices which are herewith identified again and submitted under par. 4 of the RPD.

44. f

This already answered under the above 44. a - d.

45.

The plaintiff identifies the Charter Party contracts dated and executed between the plaintiff and Sigval Bergesen and its broker Finn Engelsen for the transportation, loading and unloading of the additional 25'000 tons, which transportation and services were bought by the plaintiff to substitute or as an alternate type of transportation for this additional tonnage in question. Furthermore the plaintiff identifies and encloses all the evidence and correspondence and contracts and commitments plaintiff had to take with Messrs. Société des Carburants du Sud-Ouest as filed under pars. 38 + 39 of the RPD. for the erection, putting into shape, constructing the manifold unloading equipment such as flexible pipes, valves, connections etc., in Port La Nouvelle. All additional costs, time, salaries and expenses the plaintiff spent to provide such new unloading facilities due to the breach of contract of the defendant SAGA and Petromar can be seen from the statements for such costs dated August 21, 1973 and enclosed under pars. 36 of the RPD. Furthermore the plaintiff encloses all the correspondence and identifies such correspondence for its efforts to get other unloading facilities in Port La Caronte near Marseille, Dordrecht in Holland, and Barry, England. All this was necessary and mandatory because the plaintiff could not obtain similar types of ships of maximum 2'600 to 2'800 tons because the defendants had cornered the market and had all the available ships under their control. Plaintiff therefore was forced to charter larger ships which could not enter fully loaded into Port La Nouvelle with a full cargo. This forced the plaintiff to unload partial tonnages in the Port of Barry/England and/or Dordrecht/Holland and to make 2 or 3 unloading ports with such bigger vessels instead of only one as previously agreed with the defendants SAGA and Petromar. This in turn necessitated longer voyages and as a consequence thereof increased freight rates and additional costs for making 2 to 3 ports of unloading, as well as a much bigger mileage for the ships, so that the plaintiff was able to fulfill its commitments vis à vis its suppliers in the U.S. and its customers in Europe. In addition to all the above, the plaintiff was unable to obtain the additional quantity to load the much bigger ships chartered from Sigval Bergesen from its supplier Messrs. Ethyl Corporation in the U.S.A. In order to avoid dead freight and even much higher freight rates and costs, the plaintiff had no other opportunity or chance than to try everything and commit such additional tonnage and buy it from Messrs. B.F. Goodrich from their plant at Calvert City/Kenn. For such additional

tonnage with approximately 1'000 per each shipment carried by the Bergesen ships, the plaintiff had to pay a much higher price, for the purchase of such VCM plus additional high railway freights from Calvert City to the port of loading at Port Allen, in the U.S. Gulf. All these extra costs for acquiring and purchasing the larger quantity of VCM required resulted in additional losses, expenses and costs to the plaintiff. This is also the explanation why the plaintiff finally shipped not only 25'000 additional tons of VCM, but approx. 35'000 as per the statement dated August 21, 1973 and enclosed under par. 6 of the RPD. All these additional costs, expenses, higher purchase price, freight rates for inland transportation in the U.S.A., ocean transport for calling at 2 - 3 unloading ports instead of one, all due to the breach of contract by the defendants SAGA and Petromar and on account of the parallel price and conspiracy committed together and with the agreement of the other defendants, Gazocean and Mundogas, resulted in further enormous losses to the plaintiff. The exact additional amounts of such additional costs and losses to the plaintiff can today no longer be ascertained to each penny and cent but the plaintiff includes the statement dated September 7, 1973 and submitted under par. 36 of the RPD

ascertaining and enumerating such additional costs as can still be proved and verified by the plaintiff as submitted under par. 36 of the RPD. and which documents are herewith identified.

45. a

We identify the following contract pertaining to such alternative transportation as filed under par. 37 of the RPD. "Charter Party for transportation of Vinyl Chloride Monomer", dated Sept. 3, 1969 concluded between JMCZ and Messrs. Sigval Bergesen, Norway.

We also identify herewith all correspondence documents filed under par. 37 of the RPD where the plaintiff contacted. Messrs. Bergesen, International Tanker Chartering Services Inc., in order to procure alternate transport.

For alternate loading and unloading facilities, we identify the contract dated August 11, 1969 concluded with the Société des Carburants du Sud Ouest and JMCZ, as well as all other documents relating to alternate loading and unloading facilities as filed under par 38 & 39 of the R.P.D.

45. b

We identify Mr. Joseph Muller and Mr. Manfred Kooymans, who negotiated and concluded these agreements.

45. c

We identify Mr. Joseph Muller who, in the last instance, made final decisions regarding such substitutes and alternative transportation, loading and unloading facilities in the light of the commercial and financial commitments the plaintiff had undertaken vis à vis its U.S. suppliers and European customers.

46.

The plaintiff computed its possible loss and damages due to this conspiracy and parallel pricing by the defendants, from facts and figures which the plaintiff obtained either by the amount it had to pay vis à vis its suppliers plus the higher costs for transportation, loading and unloading and the amount of money the plaintiff could obtain from its customers according to the sales contracts with its customers plaintiff was locked in. Since the plaintiff JMCZ, is not publishing any balance sheets and profit and loss accounts under Swiss Law and cannot be held to do so, the plaintiff allowed himself to make true and certified extracts from such documents and statements which are all included under paragraph 4, 6 and 36 of the RPD. Unfortunately the loss and damage incurred by the plaintiff meanwhile proved to be much higher than originally mentioned in par. 32 of the complaint. The approximate total damage and loss incurred to the plaintiff amounts today to approx. \$37'310'257.12 and sFr.89'779'781.81 respectively Plaintiff claim 3 times such damage incurred to them under the anti-trust regulation.

46. a

This element of income or expense utilized by the plaintiff can be seen in the photocopies of the original documents identified and enclosed under the various pars. 4, 6, 37 of the RPD regarding this matter.

46. b

All documents relating to this point are filed under par. 36 of the RPD and are identified herewith. The amount and the methods used to calculate the plaintiff's damage must be done by different

ways, mostly by documents which are all available to the plaintiff and from which the following can be seen from the statements and documents filed under par. 36 of the RPD:

1. The loss of profit and prospective profit as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b I) and submitted under par. 36 amounting to U.S.\$880'579.95.
2. Loss of goodwill and prospective goodwill as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b II) and submitted under par. 36, amounting to U.S.\$5'000'000.-.
3. Loss of customers, trade or patronage and prospective customers, trade or patronage as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b III) and submitted under par. 36 amounting to U.S.\$20'487'765.-.
4. Loss of capital investment incurred by HOLDING + MANAGEMENT AG, ZUERICH as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b IV) and submitted under par. 36, amounting to SFr.2'000'000.-.
5. Loss of capital investment incurred by FINANCE AND INVESTMENT COMPANY (BERMUDA) LTD as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b IV) and submitted under par. 36, amounting to SFr.84'856'250.-.
6. Loss of capital investment incurred by JOSEPH MULLER CORPORATION ZURICH as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b IV) and submitted under par. 36 amounting to U.S.\$462'100.-.
7. Loss of capital investment, feasibility study costs additional and other than covered under EXIM-BANK loan agreement credit No. E 2777 as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b IV) and submitted under par. 36, amounting to U.S.\$242'980.97.
8. Loss of capital investment for the formation and running of CCA invested by JMCZ and its parent company, as per the statement dated September 9, 1973 and herewith identified (reg. par. 46 b IV) and submitted under par. 36, amounting to U.S.\$46'874.62.
9. Loss of capital investment, borrowed by JMCZ on behalf of FIC for feasibility study work as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b IV) and submitted under par. 36, amounting to SFr.574'309.90.

10. Expenses incurred by plaintiff for telex, telephone, cable and postal extra charges etc. as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b V) and submitted under par. 36, amounting to SFr.91'571.60.
11. Travelling expenses incurred by plaintiff as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b V) and submitted under par. 36, amounting to Sfr.814'863.-.
12. Lawyers fee incurred by JMCZ as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b V - others) and submitted under par. 36, amounting to SFr.62'250.- and U.S.\$68'463.90 respectively.
13. Cost incurred by JMCZ in form of salaries, communications, general overheads etc. as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b V - other) and submitted under par. 36, amounting to SFr.344'129.34.
14. Losses occurred to the plaintiff due to devaluation or revaluation as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b V) and submitted under par. 36, amounting to U.S.\$10'076'492.68.
15. Costs occurred to plaintiff in connection with the collection, preparation and issue of data and documentation to answer the RPD as per the statement dated September 9, 1973 and identified herewith (reg. par. 46 b V other) and submitted under par. 36, amounting to SFr.381'353.77.
16. Loss of capital investment incurred by the plaintiff in connection with the money invested for loading equipment at Port Allen as per the statement dated September 9, 1973 and identified here with (reg. par. 46 b IV) and submitted under par. 36 amounting to U.S.\$45'000.-.
17. Cost incurred by JMCZ in connection with Port la Nouvelle as per the statement dated September 9, 1973 and identified here with (reg. par. 46 b IV) and submitted under par. 36 amounting to Sfrs.655'054.20.

Plaintiff identifies also their telex inquiry to the B.F. Goodrich company dated Aug. 14, 1973 and addressed to Mr. Jim Wolff as well as B.G. Goodrich's answer dated August 17, 1973 as enclosed in par. 68 of the RPD and showing as full proof what the plaintiff stated throughout their complaint and in this paper, viz., that the U.S. did not publish any export data on VCM until 1970 because no large exports or any exports at all were made from the U.S. to Europe and other countries outside the U.S. until the plaintiff started this business from scratch. The exact figures which the plaintiff started to order and export in 1968 through 1969 led the U.S. authorities in 1970 to publish such export figures. All the exports officially published from 1970 and onwards in 1971 and 1972 represent the result of all the many efforts, time, money and good-will invested by the plaintiff to bring such business to the U.S. and which business was practically stolen and taken away by the defendants from the plaintiff as outlined in the complaint and these papers. It is worth while mentioning that the above documents and answer from B.F. Goodrich confirm that still in 1972 a total of 85 % of all VCM exports went to Europe and was transported on vessels of the defendants and to some extent also bought and sold by them from the plaintiff's suppliers to plaintiff's customers. The exports to Mexico started only during 1972, and before that date they were also practically nil so that the tonnage confirmed by B.F.G. exported in 1970 and 1971 was practically all for Western Europe.

46. c

All documents are mentioned above.

46. d

Mr. Joseph Muller, Mr. V. Baer, Mr. R. Eller, Mrs. V. Gleichauf.

47.

The damage described in par. 34 of the complaint was ascertained and calculated according to facts and figures, and bases on the original documents representing the difference between the prices plaintiff had to pay to its suppliers, shipowners, inspectors, etc. and the proceeds plaintiff obtained from its customers

through the sales agreements identified and enclosed under the various paragraphs of the RPD and identified.

47. a

Each element of income or expense, costs, salaries, overheads, connected with or paid by the plaintiff due to the conspiracy and due to the parallel pricing can be seen in detail from the various statements as included and identified under the various paragraphs.

47. b - d

All the pars. and sub-pars. from 47. a - d are identical as outlined in par. 46 and its sub-pars. and we identify the same answers as mentioned under the above par. 46.

48.

There is no geographic limitation for which the conspiracy and the parallel pricing was set by the defendants because the defendants had practically a 100 % monopoly on the ships which could be utilized by the plaintiff. It made no difference whatever therefore whether the plaintiff had in mind to sell VCM in Europe or in Africa or in South America because the defendants were bent on a program under which they mutually conspired to quote prices to the plaintiff which were not competitive regardless whether the plaintiff wanted to sell in Europe or in other parts of the world. The plaintiff is today even convinced that the defendants applied the same methods and embarked on similar parallel pricing and conspiracy towards other companies at whatever place throughout the world, if such companies were not willing to accept the terms and the way the defendants wanted to do business based on their monopoly on the ships which they had 100 % under their control and at prices and terms which they dictated not only to the plaintiff but possibly to many other customers or would-be charterers on the world market as laid down in par. 32 of the complaint. It just happened that the plaintiff was locked in with contracts with its suppliers and customers in the U.S.A. and in Europe and the countries identified by the plaintiff in the various paragraphs mentioned above, but no doubt the defendants would have acted in a similar way if the plaintiff's customers would have been in other world markets.

49.

The plaintiff claims, as mentioned in the complaint, that the defendants monopolized the VCM market 100 % in Europe where the plaintiff was active and where the defendants controlled all available and suitable ships to transport such VCM products. Plaintiff was not active selling VCM during the time period of 1968 through the end of 1969 in other parts of the world and must therefore restrict their complaint to Europe, for which area it has enough proof and evidence as submitted in the RPD and in this interrogatory. Plaintiff must leave it to the law court whether such court may come to the opinion that the defendants also monopolized the market in other parts of the world due to the fact that they had practically 100 % monopoly on the ships suitable for such VCM traffic.

50.

The plaintiff includes a summary, under par. 68 of the RPD, of the extract from the official statistics as published by various governments such as Germany and Switzerland, from which statistics it can be seen what quantities of VCM were imported during the various time periods. It should be noted that the plaintiff was practically the only one who started this business in those countries and nobody before him ever attempted and was able to carry out such business on account of the fact that it was the plaintiff who had done all extensive and detailed work to develop proper inhibitors which made the transport and the sale of VCM possible. As described in this paper it was exactly the defendants who wanted to get access to these trade secrets, know-how and details in order so that they could profit from this themselves and to take such business away from the plaintiff as quickly as possible by conspiring, fixing parallel prices and approaching the plaintiff's suppliers and customers directly. It is also worthwhile to note that during the second half of 1969 where the full conspiracy and parallel pricing policy started to work on behalf of the defendants, the imports in accordance with these statistics increased considerably with the help and through channels organized by the defendants at the damage and loss of the plaintiff. It is proved and it will be further seen from the documents to be submitted by the defendants that they offered and put the ships that they controlled under their monopoly, to the plaintiff's competitors, who started to take care of this business because the plaintiff had no further chances of getting any further ships from the defendants at all. This situation continued during the end of 1969, during 1970, 1971, 1972 and still today up to this date of writing and possibly on into the future, until such conspiracy

will be ordered illegal and against U.S. anti-trust laws as mentioned in the plaintiff's complaint. Plaintiff identifies the following papers from which the various figures, data, tonnages and details can readily be seen, all in support of the plaintiff's complaint as submitted under par. 68 of the RPD:

- 1) Telex dated 14/8/73 to B.F. GOODRICH
- 2) " " 17/8/73 from B.F. GOODRICH
- 3) Extract from CHEMICAL WEEK (August 1, 1973) titled "PVC puts the squeeze on VCM"
- 4) Summary of imports of VCM ex U.S.A. for Switzerland and Germany (figures taken from official government import-statistics).

51.

As plaintiff already outlined in detail in the above paragraphs 35 - 42, the defendant SAGA, Petromar and Gazoceen almost approached the plaintiff at the same time during the very early part of 1969 (January), to inform him of the new increased price of \$32, which was fixed during secret meetings between the defendants as mentioned above during their merger talks and that they convinced, as proved with the various documents included under par. 22 - 28 of the RPD the defendant Mundogas to join in, in this parallel pricing and conspiracy which resulted that also the defendant Mundogas informed after their meeting in Paris and London with the defendants SAGA and Petromar, in a price increase from \$23 to \$32. All this evidence and these documents were properly identified in other paragraphs mentioned above.

51. a

We have already identified all documents upon which the plaintiff relies, which indicate that there was at the relevant time, a parallel price structure.

51. b

We already proved and identified the various actions, meetings and documents showing that the defendants acted in concert to establish such parallel pricing which was the result of the secret meetings among the defendants as explained and shown above under other paragraphs.

51. c.

The actions and methods used by the defendants to possibly force the plaintiff to agree to the parallel fixed price of \$32 was described in detail and the corresponding documents were properly identified in previous paragraphs.

51. d

Plaintiff understands under "uniformly fixed conditions" a parallel price which was brought to the attention of the plaintiff almost at the same time and after the secret meetings of the defendants had taken place. As a result of these secret meetings and parallel pricing policy and conspiracy it can only be explained and understood that the plaintiff received from almost all the defendants at approximately the same time the same price and conditions which is most unusual and unexperienced for a case like this where the defendants formerly had agreed to lower prices in the form of official contracts or firm offers and shown and proved by the plaintiff in the various paragraphs described above.

52.

We identify the following customers whose names the plaintiff disclosed to the defendants as alleged in par. 38 of the complaint, and enclosed under par. 14 of the RPD.

Farbwerke Hoechst AG, Frankfurt/Germany

Société Nationale des Pétroles d'Aquitaine, Courbevoie/France

Société des Usines Chimiques Ugine Kuhlmann, Paris/France

Société des Produits Chimiques Pechiny Saint Gobain, Neuilly s/S./France

Hispanic Industrial SA, Barcelona/Spain

Resinas Poliesteres SA, Madrid/Spain

Solvic SA, Ferrara/Italy

Rumianca spA, Turin/Italy

Etino Quimica, Barcelona/Spain

Lonza AG, Basel/Switzerland

B.P. Chemicals (U.K.) Ltd., Glamorgan/U.K.

Wacker Chemie GmbH, Munich (Germany)

Chemische Werke Hüls AG, Marl/Germany

BASF, Badische Anilin & Soda-Fabrik AG, Ludwigshafen/Germany

Solvay & Cie. S.A., Brussels/Belgium

52. a

The exact quantities of VCM which the plaintiff had agreed and was committed to supply to such customers can be seen from the contracts submitted and identified under par. 14 of the RPD.

52. b

The representatives who made known such customers names and disclosed them to the defendants were Mr. Joseph Muller and Mr. Manfred Kooymans and these disclosures were made orally during the various visits between the plaintiff and the defendants, in the

plaintiff's office in Zürich as well as in the defendants office in Paris as well as in writing as can be seen from the general correspondence and which is herewith identified under par. 5, 41, 42 of the RPD.

52. c

The plaintiff identifies all employees, officers and directors of the defendants such as:

Mr. Roland Hautefeuille, SAGA
Mr. Yarin Remond, SAGA
Mr. Michel Le Floch, SAGA
Mr. François Olivier, Petromar,

and other personnel and staff of the defendants who were dealing with such correspondence as submitted by the plaintiff to the defendants and as identified above.

The exact dates of this correspondence can be seen from the documents identified above under par. 5, 41, 42 of the RPD.

52. d

Plaintiff identifies only a few documents:

Telex	Nov. 11, 1968	from Mr. Kooymans, JMCZ to Mr. Olivier, Petromar
Telex	Jan. 6, 1969	" Mr. Kooymans, JMCZ to Petromar
Letter	Feb. 14, 1969	" Mr. Kooymans/Mr. Zbinden, JMCZ to Mr. Olivier/Petromar
Telex	June 11, 1969	" JMCZ to Petromar
etc.,		

with which the plaintiff disclosed and confirmed such disclosures to the defendants.

52. e

We identify Mr. Joseph Muller and Mr. Manfred Kooymans which gentlemen also mostly signed these letters of confirmation disclosing such customers names as per the documents mentioned and identified above.

52. f

It can easily be seen from all the documents identified above that such communication and disclosures by the plaintiff to the

defendants were made in confidence and that such information was not destined for third parties nor did the plaintiff ever agree by any document to the defendants that they were allowed to disclose this secret information to any other third parties or to use such confidential information for their own benefit and to the disadvantage of the plaintiff.

52. g

We identify Mr. Hautefeuille, Director of defendant SAGA, Mr. Remond of defendant SAGA, Mr. Le Foch of defendant SAGA, Mr. Olivier of defendant Petromar, which gentlemen many times confirmed to the plaintiff's representative Mr. Joseph Muller, and Mr. Manfred Kooymans, that such confidential information will be kept confidential and secret by the defendants, as shown for example by the telex filed under par. 42 of the RPD.

52. h

Plaintiff identifies the Charter Party Contract, dated December 23, 1968, filed under par. 20 of the RPD, which contained the option clause for an additional 25'000 tons of VCM to be transported by the defendants on behalf of the plaintiff to the customers which the plaintiff had to disclose to the defendants together with the requested terms of delivery, the quantities for the various time periods, the available number of available tank cars to be put at the disposal of the arriving vessel at Port St. Louis du Rhône. This all in order to allow the defendants to come up with an exact shipping schedule as outlined in detail and as per the various correspondence exchanged between the parties and all the documents as submitted and enclosed by the plaintiff in par. 5, 41, 42 of the RPD. All these documents and correspondence are herewith also identified again.

Second par. 52

To our best knowledge the plaintiff cannot remember or find any documents or correspondence whereby the plaintiff ever authorized any of the defendants to disclose such requested secret information to any other person or firm for purposes other than to arrange a schedule of shipments to be made by the defendants in the ships and tankers referred in par. 38 and 39 of the complaint. Plaintiff however showed and proved with the correspondence and documents filed under pars. 44, 55, 56, 57, 59, 67 that the representatives of the defendants SAGA, a certain Mr. Le Floch, together with SAGA's own representative of their

New York office, Mr. Daridant visited companies like Ethyl Corporation and Diamond Shamrock and PPG as well as the plaintiff's customers in Europe such as Pechiny St. Gobain, etc., without any authorization or permission from the plaintiffs.

It can be easily understood that the representatives of the defendant would not have been able to visit with these plaintiff's suppliers and customers and start detailed discussions about VCM supply and sales and transportation without having had access to the secret information and know-how delivered to the defendants by the plaintiff, as mentioned above. Furthermore plaintiff wishes to remind that the defendants would have been unable to approach certain people of the B.F. Goodrich Company, people qualified and experts in the VCM business and who were practically executing the transactions made between such B.F. Goodrich Company and the plaintiff. Furthermore the defendants would not have been able to form the various offsprings of the defendant SAGA in Luxemburg and Multinational Gas and Petrochemical Company in London and subsidiaries in New York and probably elsewhere and to start dealing in VCM buying and selling and offering such product even by mistake to the plaintiff as shown, proved and identified with the various correspondence and documents as per par. 65 of the RPD.

53.

The various requests made by the plaintiff to the defendant SAGA to make available to the plaintiff defendant SAGA's technical people to resolve technical questions can be seen from all the correspondence which we identify and as submitted under par. 45 of the RPD.

54.

Plaintiff identifies the following written request made to the defendant SAGA as per par. 41 of the complaint for an exact time-table or shipping schedule for the loading of the first 25'000 tons of VCM of the alleged 50'000 metric tons, viz.

<u>Correspondence</u>	<u>Date</u>	<u>From</u>	<u>To</u>
Telex	Jan. 21, 1969	Mr. Kooymans, JMCZ	Petromar, Paris
"	Jan. 22, 1969	Mr. Kooymans, JMCZ	Petromar, Paris
"	Jan. 23, 1969	Mr. Kooymans, JMCZ	SAGA, Paris
"	Feb. 3, 1969	JMCZ	Mr. Olivier, Petromar
"	Feb. 10, 1969	Mr. Kooymans, JMCZ	Mr. Olivier, Petromar
Letter	Feb. 14, 1969	Mr. Kooymans/Mr. Zbinden	Mr. Olivier, Petromar
Telèxes attached		JMCZ	Mr. Olivier, Petromar
Letter	Feb. 18, 1969	Mr. Kooymans, JMCZ	SAGA, Paris
"	Feb. 25, 1969	Mr. Kooymans, JMCZ	SAGA, Paris
"	Mar. 6, 1969	Mr. Kooymans, JMCZ	SAGA, Paris
Telex	Mar. 6, 1969	JMCZ	SAGA, Paris + cc Petromar
"	Mar. 22, 1969	JMCZ	Petromar, Paris
"	Mar. 31, 1969	JMCZ	Petromar, Paris
Letter	Apr. 22, 1969	Mr. Kooymans/Mr. Zbinden	Petromar, Mr. Olivier
Telex+Letter	Apr. 25, 1969	JMCZ	Petromar
Letter	Apr. 29, 1969	Mr. Kooymans/Mr. Zbinden	Petromar
"	May 6, 9, 21, 22, 69	Mr. Kooymans	Petromar
"	June 9, 1969	Mr. Kooymans/Mr. Zbinden	Petromar
Telex	June 12, 1969	JMCZ	Petromar

All these written requests were made in addition and on top of the many, dozens of requests made orally during visits and hundreds of phone calls between the parties. These written requests are filed under par. 47 of the RPD.

54. a

We enumerate the following letters representing the replies of the defendant to these requests as filed under par. 48 of the RPD:

<u>Correspondence</u>	<u>Date</u>	<u>From</u>	<u>To</u>
Telex	Nov. 4, 1968	Petromar	JMCZ
"	Jan. 1, 1969	Petromar	JMCZ
"	Jan. 25, 1969	Petromar	JMCZ
"	Jan. 27, 1969	Petromar	JMCZ
"	Apr. 15, 1969	Petromar	JMCZ
"	Apr. 25, 1969	Petromar	JMCZ

54. b

Was already dealt with under the above par. 54.

54. c

Was dealt with under the above 54. a.

55.

We herewith identify all requests made by Ethyl Corp. for a shipping schedule as filed under par. 49 of the RPD.

<u>Correspondence</u>	<u>Date</u>	<u>From</u>	<u>To</u>
Telex	Jan.21,1969	Mr. Kooymans, JMCZ	Petromar
"	Feb. 5,1969	Mr. Kooymans, JMCZ	Petromar
"	Mar.11,1969	Ethyl S.A. Mr. Ramin	Mr. Kooymans, JMCZ
"	May 19,1969	"	"
"	Junell,1969	"	"
"	Junel2,1969	"	"

55. a

We herewith identify all responses of JMCZ to Ethyl concerning their request for schedule as filed under par. 50 of the RPD.

<u>Correspondence</u>	<u>Date</u>	<u>From</u>	<u>To</u>
Telex	May 21,1969	Mr. Kooymans, JMCZ	Mr. Ramin, Ethyl S.A.
"	May 21,1969	"	"
"	May 22,1969	"	"
"	May 22,1969	"	"
"	June 9,1969	JMCZ	Mr. Whitlock) Mr. Schils) Ethyl S.A.
Letter	June 9,1969	Mr. Kooymans/Mr.Zbin- den, JMCZ	Mr. Ramin, Ethyl S.A.
Telex	Junel2,1969	JMCZ	Messrs Ramin, Fields, Whitlock, Schils

55. b

Already dealt with under the above par. 55

55. c

Already dealt with under the above 55. a

55. b

Already dealt with under the above par. 55.

55. c

Already dealt with under the above par. 55. a.

56.

Plaintiff was heavily damaged by reason of being unable to furnish a shipping schedule to Ethyl Corporation as alleged in par. 41 of the complaint. Since the defendants SAGA and Petromar never came up and supplied an exact shipping schedule as agreed and signed between the parties in the corresponding charter party dated October 12, 1968 and December 23, 1968 either SAGA had no ships available or in possession when Ethyl was ready to ship the VCM in accordance with their commitments to the plaintiff and as disclosed by the plaintiff to defendant SAGA and Petromar, or SAGA had ships in position and Ethyl had been forced to sell the available tonnage which they kept at the disposal of the plaintiff elsewhere, on account of storage capacity and in order to avoid shutting down their plant. In such cases where the defendant SAGA had to wait until Ethyl had accumulated again enough tonnage, the defendants SAGA and Petromar forced demurrage complaints and invoices and claims on the plaintiff and accused the plaintiff of violating the agreement, etc. The plaintiff vigorously contested all this unjustified demurrage complaints on account of no fault of the plaintiff which claims are now subject of the arbitration procedure regarding breach of contract and not performing on the part of the defendant SAGA and Petromar before the Arbitration Panel in Paris. Furthermore, the plaintiff had to charter extra ship space and this at extra and higher cost than \$23 as agreed with the defendants SAGA and Petromar also on account of no fault of the plaintiff just to honour its commitments vis à vis its supplier Messrs. Ethyl Corp. In addition the whole supply and shipping situation deteriorated to such an extent that the plaintiff and Ethyl Corp. took the whole affair between the Arbitration Court in New York City in order to resolve this unpleasant situation which was all due to the fact of the non-performance of the defendants SAGA and Petromar to come up with an exact shipping schedule in advance as agreed and signed in the Charter Parties as mentioned above. Plaintiff had to settle the arbitration procedure with Ethyl again at its own damage and loss whereby the plaintiff had to buy additional tonnage from another supplier viz. the B.F. Goodrich Co. at much higher prices than ordered from the supplier Ethyl Corp.

56. a

We identify all the correspondence as submitted in par. 51 of the RPD, dealing with the extra chartering of additional shipping space with the defendant SAGA and Petromar for another approx. 1'600 tons at \$38'432 + all expenses, telexes, telephones, salaries etc. involved for such extra work as per the separate statement in accordance with par. 36 of the RPD. Furthermore we identify Ethyl's cable enumerating the extra costs resulting from the nonperformance of the defendants SAGA and Petromar which resulted in an increased price of about \$10 per metric ton as per Ethyl's cable dated June 17, 1969, which is herewith identified under par. 51 of the RPD. In addition the plaintiff had extra costs for arbitrating with their supplier Ethyl before the Arbitration Panel in New York City viz. for paying the arbitration fee, lawyer fees, arbitrator expenses, phone calls, cables, telex messages, additional salaries etc. as per the statement submitted under par. 36 of the RPD.

56. b

- (1) It is obvious that Messrs. Ethyl had no big desire after the plaintiff had to take them before New York Arbitration Court to continue to supply the plaintiff with another 50'000 tons of VCM per annum for the years 1970, 1971 and 1972 as originally discussed and agreed between the parties because Ethyl Corp. was more than distressed, and upset, with the endless difficulties created by the defendants SAGA and Petromar as can be seen from the correspondence enclosed under par. 52, 53 of the RPD. As a consequence the plaintiff was unable to receive this tonnage for the years mentioned above and with a profit loss of minimum \$15.- per metric ton this resulted in a loss of profit for the years 1970, 1971 and 1972 as contained in the statement according to par. 46 b III.
- (11) The loss of goodwill and prospective goodwill which the plaintiff estimates and is claiming for is also shown in statement as per par. 46 b II.
- (111) The loss of customers, trade or patronage and prospective customers, trade or patronage occurred to the plaintiff and claimed for is contained in the statement as per par. 46 b III.
- (iv) The loss of capital investment on the loading end amounts to \$45'000 which represents the amount of money invested for the loading equipment at Port Allen which Ethyl Corp. had done on behalf of the plaintiff and for which Ethyl invoiced the plaintiff and which investment had to be dismantled, scrapped and put on the scrapyard.

- (v) The same must be said for the extra investment for unloading terminals in Port la Nouvelle, La Caronte and Dodrecht which could no longer be used and which costs were specified above and can be seen as per. par. 36 of the RPD.

56. c

The corresponding documents, figures and proof can be seen from par. 36 of the RPD.

56. d

Mr. Joseph Muller, Mr. Manfred Kooymans, Mr. Walter Zbinden, Mr. V. Baer.

57.

Yes, Ethyl Corporation claimed against the plaintiff and all details and documents can be seen from the exact file from the arbitrator who was appointed by the plaintiff before the Arbitration Panel in New York City in the person of Mr. Richard Kirk, 120 Broadway, New York.

58.

Yes, Ethyl Corporation made complaints and protested with regard to the plaintiff's inability to furnish a shipping schedule as arranged between the parties.

58. a

The documents were already identified and submitted under par. 53 of the RPD.

58. b

The whole file regarding this arbitration procedure can be examined at Mr. Richard Kirk's office, at 120 Broadway, who acted as arbitrator on behalf of the plaintiff in New York City.

58. c

Messrs. Whitlock & Reynolds (Ethyl-Borton Rouge) and Mr. F.W. Ramin & Fields (Ethyl SA-Brussels).

58. d

The dates and the places where these letters regarding these complaints and protests were written can be seen from the documents identified and enclosed under par. 53, furthermore from the court file as available in Mr. Richard Kirk's office in New York.

58. e

Joseph Muller.

59. a

The contracts referred to in par. 42 are the sales agreements between the plaintiff and its customers in Europe such as Pechiny St. Gobain etc.

59. b

Under various suppliers referred to in par. 42 we identify Ethyl Corp., B.F. Goodrich, Diamond Shamrock, Allied Chemical Corp., PPG and Dow Chemical.

59. c

Plaintiff's customers means all the customers as per the sales contracts submitted in par. 14 of the RPD.

60.

Mr. John D. Saunier, Manager-Marketing Ethyl International,
100 Park Ave, New York N.Y. 10017;
Mr. H.O. White, Ethyl International P.O. Box 341,
Borton Rouge, Louisiana.

60. a

We herewith identify all the documents filed under pars. 55 and 56 of the RPD

Telex from Mr. Hasenberg, CCA, to JMCZ, dated Oct. 31, 1969;
letter from JMCZ to Mr. J.D. Saunier, Ethyl Int., N.Y., dated
Feb. 13, 1969.

60. b

We identify Mr. J.D. Saunier in New York and Mr. F.W. Ramin in Brussels.

60. c

Dealt with above.

61.

We identify Mr. H.W. Algeo, Industrial Chemical Dept., International Division, Diamnod Shamrock Chemical Co., 99, Park Ave, New York as well as Mr. Weimer of the same company.

61. a

We herewith identify the document referring to Mr. Floch's activity and of which we informed Petromar, as filed under par. 57 of the RPD:

Letter from Messrs. Kooymans & Zbinden, JMCZ to Mr. Olivier, Petromar.

61. b

The plaintiff acquired knowledge of such conduct by Mr. Le Floch by simple advise by the above mentioned representatives of Diamond Shamrock Chemical Co. through Mr. Henry Hasenberg the plaintiff's agent in New York, who reported it to the main office in Zürich from where this was brought to the attention of the defendants SAGA and Petromar, with the registered letter dated Feb. 11, 1969. It must be added that these visits were made together with the defendant SAGA's employee Mr. Daridant of the New York office. The same Mr. Daridant appears again as an officer of other sister companies of the defendant SAGA such as

Multinational Gas & Petrochemical Co. which as shown further up was formed and is also engaged in the sale of VCM from the States to Europe from the plaintiff's suppliers to the plaintiff's customers as described in full detail above.

61. c

We identify all the plaintiff's contracts which the plaintiff had with its suppliers in the U.S.A. and its customers in Europe as per the enclosures in pars. 4 and 14 of the RPD.

61. d

The profit lost and the damage incurred to the plaintiff by converting, diverting and appropriating and/or stealing know-how and trade secrets is enumerated in detail as per the documents enclosed and herewith identified under par. 36 of the RPD.

61. e

Already dealt with above.

61. f

The plaintiff already explained and documented how the defendants SAGA profited by its conduct through the companies the defendant SAGA formed in Luxemburg, London and New York under the various names such as Multinational Gas & Petrochemical Co. and the other company names they formed according to the press releases described above in Luxemburg and elsewhere.

62.

We identify Mr. H.S. Mc Guinness, Sales Manager PPG Industries International SA, 1 Gateway Center, Pittsburgh, Penn.

62. a

All plaintiff's customers were identified as per the sales contracts to such customers according to par. 14 of the RPD.

62. b

Dealt with above.

62. c

During 1968.

62. d

The revenue plaintiff received from such customers in total can be seen from the statements enclosed under par. 6 and 36 of the RPD.

62. e

The defendants SAGA and Petromar and its subsidiaries started to approach Pittsburgh Plate & Glass Co. immediately after they had committed breach of contract at the end of 1968 and early during 1969.

62. f

The defendants violated the confidential information obtained from the plaintiff by using such confidential information and trade secrets to its own benefits to divert business from the plaintiff in so far as they emerged into world traders on top and in addition to being shippers and freight brokers, to the disadvantage, loss and harm of the plaintiff.

62. g

We identify Joseph Muller, Manfred Kooymans and Mr. Henry Hasenberg in New York.

63.

We have already identified the persons in the various paragraphs above, giving all evidence as per par. 46 of the complaint that the defendants SAGA and Petromar originally offered to the plaintiff the low price of \$23 which price apparently was by intention of the defendants below their own costs price just in order to obtain the said confidential information and trade secrets regarding the names, location of plaintiff's customers and suppliers in order to enable the said defendants to do business directly with such customers and suppliers and without the intermediary of the plaintiff as described, shown, identified and proved by establishing subsidiary companies of the defendant SAGA through

which they offered the same services not only to the plaintiff's customers but by mistake to the plaintiff as well, as shown in the correspondence of their subsidiary Multinational Gas & Petrochemical Co. as per par. 65 of the RPD.

63. a

We identify the same persons of the defendants-SAGA and Petromar as already mentioned above and in addition any other SAGA directors officers or employees who were handling this affair internally in the offices and subsidiaries of SAGA and Petromar.

63. b

We identify Joseph Muller and Manfred Kooymans.

63. c

The dates and places where the defendants SAGA and Petromar offered their services to plaintiff's customers and suppliers will be seen from the documentation which the defendant SAGA and Petromar, Gazocean and Mundogas will have to produce in the form of Bills of Lading, Charter Parties and all relating documents and correspondence related to their transactions, sales and purchases as mentioned in par. 46 of the complaint by the plaintiff.

64.

The plaintiff complains that they have been badly hurt and damaged as outlined in par. 48 through 52 of the complaint and have sustained enormous losses which now exceed by far the amount of \$2 million as mentioned in par. 48 of the complaint and amount today to \$37'310'257.12 and Sfrs.89'779'781.81 respectively, as per the statement according to par. 46 b I - V contained in par. 36 of the RPD.

64. a

On account of the conspiracy and the parallel pricing of the defendants the plaintiff was unable to carry out more shipments in the smaller vessels as controlled under 100 % monopoly by the defendants and the plaintiff was therefore unable to place such ships at the disposal of its suppliers and customers, with which companies the plaintiff had started from scratch such huge VCM business. Since the defendants were also bent on a program to do any possible economic harm to the plaintiff, such action by the

defendants resulted that the plaintiff got into bigger and bigger trouble with its suppliers so that arbitration procedure had to be started with Ethyl Corp., as per the documents identified in this paper. This in turn discouraged Messrs. Ethyl Corp. from renewing their supply commitments with the plaintiff for another three year period for another, at least, 50'000 metric tons of VCM for the years of 1970, 1971 and 1972. Such additional tonnage therefore was committed by Ethyl to other customers in the U.S. and abroad, to the disadvantage of the plaintiff and to the advantage of the plaintiff's competitors and the defendants in this case, who offered their ships in accordance with their conspiracy to such companies, etc.

64. b

The plaintiff refers to the official import statistics of VCM into Germany and Switzerland, as filed under par. 68 of the RPD, where the plaintiff had started such business from scratch in all the European countries and from which statistics it can be seen that it was first the plaintiff who started this business from imports of the United States to Europe and that such business did not stop towards the end of 1969 when the plaintiff was no longer able to charter the small and suitable ships from the defendants, but that this trade continued and increased considerably to a tonnage of between 200'000 and 300'000 tons per years from the U.S.A., to Europe, and in some smaller quantities to other parts of the world. This was only possible on account of the fact that the plaintiff had established and proved the feasibility, viability and economical facts for such additional trade between the U.S.A. and specifically Europe where the plaintiff was so active. Without that work, time, money, cost and risks involved by the plaintiff neither the defendants of this case nor the plaintiff's competitors would have been able to step in and continue such business without the help and support of the defendants who offered their ships, know-how and knowledge which they had obtained from the plaintiff as described in the various points covered in the pars. above.

64. c

The method of computation of such damage claim can be seen from the various details enclosed under the various pars. of the RPD especially from the documents submitted under par. 36 of the RPD.

64. d I - VI

The amounts and respective methods, facts and figures of computation of damage, loss, costs, expenses, etc. claimed by the plaintiff are as per the documents contained under par. 36 of the RPD and as already shown in details as per par. 46 b I - V.

64. e

All these documents are filed under par. 36 of the RPD. and from them it can be seen that the total amount now claimed is a minimum

of \$37'310'257.12 and SFr 89'779'781.81. The plaintiff reserves all rights also to increase this amount further as it continues to be damaged and until the defendants are ordered by the court to put a stop to their monopoly, conspiracy and parallel pricing system and until the defendants agree to offer their vessels to the plaintiff again, which they control, at competitive market prices, not less advantageous than to any other competitors of the plaintiff.

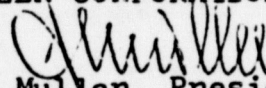
64. f

The persons involved to assemble these documents relative to the case were Mr. V. Baer, Mr. R. Eller and Mrs. V. Gleichauf.

65.

We enclose a recent article which appeared in the press, outlining the activities of the defendants SAGA, Gazocean and Mundogas, which publication confirms recto actively the allegations made by the plaintiff that the defendants created and had a monopoly in the world shipping of LPG and VCM traffic, which activities started in the year 1969. It is exactly during this year that all the defendants got together and time chartered and brought the various vessels under their control to create a practically 100% monopoly of these LPG vessels as can be seen from this paper. Furthermore, they all got together during that year of 1969 to conspire against the plaintiff and to apply a parallel pricing system under a program to drive out the plaintiff from the newly developed VCM business as described in the complaint. It can easily be seen from this paper that all the defendants, Messrs. Gazocean, Mundogas, SAGA and Petromar, through their various subsidiaries such as Multinational Gas & Petrochemical Company etc., did everything, including breaching valid contracts, to take this VCM business away from the plaintiff to its loss and damage. It is for this reason that the plaintiff asked for an anti-trust action against the defendants and on account of all this proof, the plaintiff permits himself to claim for all the damage etc., incurred to him as outlined above.

Very truly yours,
JOSEPH MULLER CORPORATION ZURICH


Joseph Muller, President

Zürich, September 7, 1973

encl. ment. under par, 65

Joseph Muller, being duly sworn, deposes and says, that he is the president of Joseph Muller Corporation Zurich, that he executed the foregoing answers to defendant's interrogatories and that to the best of his knowledge, information and belief the same are true and correct.

Müller

Official Legalization

Seen for legalization of the foregoing signature, given in my presence by

Mr. Josef Müller, born 1924, citizen of Sempach and Rain LU, residing in 8006 Zürich (Switzerland), Scheuchzerstrasse 7,

identified by passport.

Zurich, this 12 th day of September 1973.

No. 29165/66

Fee Fr. 4.--



Notariat Zürich (Altstadt)

Wang Wang Wang

There has been a tremendous expansion of the world gas tanker fleet, especially since the beginning of the 1960s, since this was when large-scale gas tankers (carrying more than the maximum for semi-refrigerated tankers — around 13,000 m³) became a viable investment proposition. Since 1961 then, although a significant number of small and sophisticated gas tankers have been built in the 1960s, the bulk of the growth in capacity of the world gas tanker fleet has been attributable to fully refrigerated vessels of 13,000 m³ and above. Indeed, as previously mentioned, LPG tankers of almost 100,000 m³ have already been launched, while next year (1974) should see the operation of the first 120,000 m³ LNG tanker.

TABLE XXVIII

Ownership of Gas Tanker Fleet — end 1972

Flag	Number of tankers	DWT
European	254	1,170,976
Japanese	112	541,255
Liberian	17	200,013
Panamanian	18	336,314
Others	27	29,098
Total	428	2,377,656

As evident from the preceding table, by far the bulk of the gas tanker fleet operating at the end of 1972 operates under the European flag. In terms of deadweight tonnage just under one-half of the total fleet flies European flags, the Japanese fleet being the next most important accounting for some 22.6% of the 2.38 million DWT operating. In fact the dominance of the gas tanker fleet by European owners is even more extensive than is indicated by the above figures, since not only are several of the tankers operating under the Liberian and Panamanian flags effectively part of European owning or operating groups, but also this is true of a number of vessels operating under other national flags. The Gazocean group for instance, as an international group operates a small part of its total fleet under Argentinian and Chilean flags.

The 27 vessels included in the 'Other Flags' category in the above Table operate under a total of 11 different flags, these being Algerian, Argentinian, Mexican, Brazilian, Russian, Australian, Filipino, Madagascan, U.S. and Venezuelan.

International Gas Tanker Consortia

One of the most noticeable changes which have taken place as regards the ownership of the world gas tanker fleet, largely as a result of the speed of the fleet's growth, has been the formation during the last half of the 1960s of several owner/operating consortia for gas

tankers. Perhaps the main factor behind the formation of these operating groups is a defensive one, since at one time in the 1966—1969 period, it would have been understandable if an outside observer had assumed that one company — Gazocean — operated all but a small proportion of the gas tanker fleet. The Paris-based Gazocean had several advantages over other owners at the time, since the international nature of the company's operations and subsidiaries afforded significant advantages in terms of finding business for tankers. As a result, at one stage when Gazocean's own tonnage had a capacity of just under 200,000 m³, the company also had on timecharter a further estimated 100,000 m³. Not only did Gazocean have the advantage over smaller owners as a result of its international operations, but also the company has not restricted its commercial shipping activities solely to operating owned and chartered tonnage, taking an increasingly active role in the field of gas trading as a merchant and trader itself.

Faced with what seemed the probability that Gazocean would continue to dominate the gas tanker and trading markets, several smaller independent owners have banded together to form international consortia in an effort to combat what had the makings of a monopoly situation. While none of these large owning groups can yet claim to rival Gazocean in terms of fleet size or range of activities, their formation represents one of the major developments on the gas tanker market of the 1960s. The bulk of the owner participants in these consortia are European, as might be expected from the fact that some 49% of the world gas tanker fleet operates under European flags.

Gazocean SA

The involvement of the Paris-based Gazocean SA in the gas tanker market stems almost from the company's foundation in 1957: in 1958 Gazocean took delivery of its first liquefied gas tanker, the 837 DWT *Loex*, a conversion which still operates for the group under the name *Pericles*. Today the company owns some 20 tankers directly through subsidiaries or affiliates, and in addition to the affiliate companies which actually own and operate gas tanker tonnage, the Gazocean group includes various organizations (several outside France) which are concerned with either marketing or the development of gas tanker technology.

In total, over 20 separate companies operate within the Gazocean group either through direct links with Gazocean SA, or through Technigaz (the 75.5% Gazocean affiliate in the gas tanker technology field), or through the Swiss-based holding company, Gazocean International, 37% owned by the Paris-based

parent company. This latter holding company represents Gazocean's interests in all ship owning groups established outside France, while the Gazocean tankers operating under the French flag are owned and managed by a 99% subsidiary Gazocean Armement, with the exception of the methane tanker *Jules Verne* which is owned by the Gaz Marin consortium in which Gazocean has an 11% shareholding.

The distribution of the Gazocean gas tankers, both geographically and in terms of size and cargo capabilities, is wide, with the result that the group's activities are not restricted to any particular area of operation. In addition to being involved in both shortsea and deepsea movements of the standard LPGs and chemical gases (ammonia, vinyl chloride monomer, propylene, butadiene, etc.), whose boiling points at atmospheric pressure are below -50°C , Gazocean's participation in the development of commercial liquefied natural gas tankers has given the group the necessary experience in cryogenic gas transportation to include products such as ethylene and, of course, LNG in the range of materials handled by the group's fleet. Until recently, the Gazocean fleet included only one vessel specifically designed for the transport of ethylene, this being the 1,005 DWT *Thales*, currently operating under the Italian flag as the *Talite*, having been sold by Gazocean late in 1972. Today however, the company's involvement in the ethylene trade stems solely from its ownership of the experimental methane tankers *Pythagore* and *Euclides*, although even the latter vessel is currently moving LNG between Algeria and the U.S., lifting ethylene on relatively few occasions.

TABLE XXIX

Gazocean SA's Fleet

NAME	DWT	TANKS	BUILT
Aristotle*	4,830	5	1945, conv. 1958
Pericles	837	not available	1951, conv. 1958
Socrates	942	7	1953, conv. 1961
Zeilen	528	2	1961
Lavoisier**	6,265	6	1962
Vinci	1,083	6	1962
Arago	518	6	1963
Newton	1,848	8	1964
Pythagore***	542	2	1964
Jules Verne*	13,877	7	1965
Moti	1,174	6	1965
Arquimedes	11,002	3	1967
Zenon	11,008	3	1967
Kristian Birkeland	16,526	3	1968
Humboldt	5,165	6	1968
Carnot	930	4	1969
Gay Lussac	28,986	3	1969
Cavendish	29,077	3	1971
Descartes*	32,000	6	1971
Euclides***	3,197	4	1971
Faraday	24,753	3	1971

*LNG (methane) tanker

**LPG/solvents tanker

***LNG (methane)/ethylene tanker

Having been active at an early stage in the development of gas tankers for lifting liquefied methane, Gazocean is now deeply involved in commercial contracts to move what will soon develop into substantial long-term tonnages of this commodity. In addition to the three smaller experimental LNG carriers, Gazocean currently operates two larger tankers one of which has been in operation since 1965 carrying LNG from Algeria to Havre, while the other, launched in 1971, has recently started moving liquefied methane from Algeria to Fos in southern France, after having been involved for several months in the Latin American LPG trade. Gazocean has strong links with the state-owned Algerian oil and gas organization, Sonatrach, which markets the natural gas shipped to France. Gazocean and Sonatrach have in fact formed a joint-subsiary, Alocean, whose purpose is to develop the marketing of Algerian LNG in overseas markets. In addition to the two tankers already moving Algerian material, Gazocean has further LNG tanker capacity due for operation during the early 1970s. Through its 12% shareholding in Cie. des Messageries Maritimes, the group will take delivery of the *Tellier*, a 40,000 m³ LNG tanker this year. This will be followed in 1974 by the first of what will be the standard size, long haul LNG tanker, the 120,000 m³ *Benjamin Franklin*, which will move Algerian methane from North Africa to the U.S. It is not yet clear what is implied by the withdrawal of Gazocean's share in this vessel, reported at the end of 1972. A sistership to the *Benjamin Franklin* is due to be launched in 1975 and later to be handed over to the Gazocean group to increase the gas movements between Algeria and the U.S. from the mid-1970s onwards.

What additional investment is planned by the Gazocean group in the gas tanker field remains as yet unknown, but certain conclusions may be drawn. The extensive involvement of Gazocean, especially during the last half-decade, in the development of the LNG trade has not been accomplished at the expense of the group's LPG interests, and it is possible that it is this sector that Gazocean is now looking to once more as an outlet for investment capital. While the next fifteen years will undoubtedly witness a tremendous expansion of the world LNG tanker fleet, some estimates indicating the need for something like 100-150 tankers of the 120,000 m³ size by the late 1980s, the scope for the involvement of individual ship-owners even as large as Gazocean are rapidly disappearing. On the one hand there is the increasingly crushing cost factor, a 120,000 m³ LNG carrier costing \$70 million at today's costs given available yard space, and this itself is becoming an increasingly critical factor. On

the other hand, there is perhaps the even more significant factor that both supplier and receiver countries, the former increasingly likely to be one of the nationalistic oil exporting countries, and the latter either Japan or the U.S. both now fully cognizant of the energy crises they face, are likely to insist on significant involvement in the physical movement of the material, i.e. in tanker ownership.

These factors, taken in conjunction with the fact that some observers feel that the oversupply of gas tankers in the 15,000—30,000 m³ range, which was precipitated by the collapse of the transatlantic ammonia trade in 1971, is likely to be fully absorbed by 1975, suggest that LPG newbuilding in this size range is a distinct possibility.

Unigas International NV (United Gas Carriers)

The activities of this second of the European-based gas tanker consortia differ substantially from those of Gazocean, a contrast which is essentially the result of differing aims. While the Gazocean organization is universal in terms of both operation and the location of its subsidiaries, with the result that the Gazocean fleet ranges in size up to 50,000 m³, Unigas has hitherto been more closely involved with European gas requirements, a policy which has dictated that the Unigas fleet is comprised mainly of comparatively small, but sophisticated, coastal vessels in the capacity range 679—5,000 m³.

Unigas International was formed in late 1969 by three small gas tanker owners with a view to rationalizing operations, management and planning, the three initial members being Coral Shipping Co., based in Curacao, Dampshiffahrts-Gesellschaft Neptun of Bremen, and Transmarin A/B of Helsingborg, Sweden. During 1971, the fleet of the George Gibson affiliate, Gibson Liquid Gas Ltd., of which was added to those already controlled by Unigas, making this new consortium one of the two largest owners of small gas tanker tonnage in Northern Europe, the other being the longer-established Danish operator A/S Trans-Kosan. However, while both Unigas and Trans-Kosan operate mainly in the North European theatre, there are extensive differences between the make-up of the two fleets, which have led numerous charterers to look upon the Unigas vessels as being more suitable to the present pattern of European trade in a number of liquefied gases, particularly among the chemical products currently carried by gas tankers. Discounting ethylene, since while Unigas currently operates four tankers capable of lifting cargoes at -104°C, Trans-Kosan is restricted

solely to gases down to -51°C, or the equivalent combining both pressure and refrigeration, there is one basic factor behind Unigas' apparent ascendancy over the Danish operator. Essentially this is the comparative ages of the ships in the two fleets: Trans-Kosan was one of the first European gas tanker owners, and has been deeply involved in the Scandinavian butane and propane trades, with the result that the bulk of its tanker fleet dates from the late 1950s and early 1960s. In contrast to this, while a small number (five) of the tankers in the Unigas fleet are conversions (with the original vessels of various ages), the latter company's growing fleet dates only from the mid-1960s. The main advantage of this fact from the charterer's viewpoint has been that the more modern vessels are capable of functions denied them by the vintage of vessels such as most of those operated by Trans-Kosan. For chemical companies, Unigas has vessels available which are capable of receiving for instance ammonia from a fully refrigerated storage facility on-shore, heating the vessel until it is in a liquefied state under semi-refrigerated (pressure and higher temperature) conditions, ready for discharge into a shore storage facility which is not fully refrigerated. The reverse procedure is also possible with a number of the Unigas vessels, whereas this is not possible with the Trans-Kosan fleet, despite the fact that in the European area at least this is a significant factor in a number of ammonia trades which have become important during the last few years.

TABLE XXX

Unigas International's Fleet

NAME	DWT	TANKS	BUILT
Quentin	492	1	1940, conv. 1965
Dryburgh	1,125	2	1952, conv. 1968
Lanrick	971	2	1957, conv. 1969
Coral Obelia	3,039	6	1966
Teviot*	667	1	1966
Traquair*	667	1	1966
Claude	1,250	4	1967
Nicole	2,850	6	1967
Sunny Baby	2,115	2	1967, conv. 1971
Sunny Boy	2,115	2	1967, conv. 1971
Sunny Girl	631	4	1967
Libra	1,559	4	1968
Coral Maeandra	3,900	4 (2 s/s)	1969
Alphagas	2,900	3	1970
Ligur	1,650	4	1970
Athina	1,500	4	1971
Betagas	2,865	3	1971
Bucklaw	949	2	1971
Durward	720	1	1971
Irene	5,809	3	1971
Melrose*	2,627	3	1971
Abbotsford	2,440	2	1972
Gammagas	5,809	3	1972
Heriot**	1,909	2	1972

*Ethylene tanker, also capable of carrying LPG and ammonia.

**Minimum tank temperature of -162°C, vessel is capable of carrying LNG, LPG, ethylene or ammonia.

Several interesting vessels in the Unigas fleet suggest the concern which has been shown in the planning of a modern coastal gas tanker fleet aimed at satisfying modern requirements for cargo loading and discharge. Among the 24 operational tankers in the group's fleet, there are four vessels capable of lifting ethylene, the two smaller vessels apparently still on regular contract employment moving ethylene around the U.K./Continent, predominantly from the east coast U.K. to Rozenburg (Holland). Of the remaining two potential ethylene carriers, one is particularly interesting since its sophisticated construction enables it to carry the whole range of liquefied gases, from butane with the highest boiling point to methane with the lowest. The size of the tanker, the *Heriot*, has however promoted doubts at least outside the Unigas organization that it is unsuitable to any of the foreseeable regular LNG movements, although in respect of short sea movements of the other gases, it is in what might be called the optimum size range.

Among the LPG tankers operated by Unigas, one interesting anomaly is the 3,900 DWT *Coral Maeandra*. In addition to being one of the smaller, fully refrigerated LPG tankers operating in Europe, the *Coral Maeandra* has the distinction of being one of the few gas tankers anywhere which have stainless steel tanks among the storage facilities on board. This 4,550 m³ tanker has Nos. 2 and 3 tanks constructed of stainless steel, making it possible to lift both nitric and phosphoric acids, as well as LPG cargoes. As far as is ascertainable however, the *Coral Maeandra* has had little time to become involved in acid traffics, since this particular tank appears to be one of the most fully occupied small tankers in the North European ammonia trade.

Looking to the future newbuilding activities of the Unigas group, apparent plans include the addition of only two new LPG/ammonia tankers, both due for delivery this year. These are 2,500 m³ sisterships currently under construction in Holland, and when in operation will bring the group's fleet to a total of 26 vessels of a total deadweight tonnage of something in the region of 52,309 DWT. Bearing in mind the number of gas tankers delivered to the Unigas group during the 1971-1973 period, and the not inconsiderable investment this must have entailed, it would not be surprising if the delivery of these last two vessels represented the end of a development phase for Unigas. Whether this is so is open to question, since the lead time necessary with the smaller vessels which Unigas is accustomed to operate means that firm construction plans over only a short-term period are necessary, suggesting that the group could easily start another investment

programme before the close of the decade.

A/S Gas Traders Ltd.

Gas Traders is a consortium established in 1968 by four Scandinavian gas tanker owners, these being Sigval Bergesen of Stavanger, Christian Haaland of Haugesund, A/S International Gas Carriers of Oslo and A/S Rederiet Odfjell of Bergen. At present the consortium operates a fleet of seven liquefied gas tankers with a total deadweight tonnage of 92,549 DWT. With the largest of these tankers having a tank capacity of some 22,240 m³, and the smallest capable of lifting 8,500 m³ of liquefied cargo, the Gas Traders fleet is well suited to the deepsea trades in some liquefied chemical gases, e.g. ammonia, butadiene and vinyl chloride, as well as fulfilling a role as a potential transport medium for LPG.

The involvement of the Norwegian Odfjell in this consortium is noteworthy, since the one LPG/ammonia tanker within the Gas Tankers' fleet which is owned by Odfjell is not the only liquefied gas tanker within the Norwegian operator's own fleet. In 1971, Odfjell took delivery of the *Bow Elm*, a 7,418 m³ gas tanker capable of lifting LPG, ammonia or ethylene, in addition to which the tanker is also classified as a chemical tanker, since the vessel's four cylindrical, horizontal tanks are constructed of stainless steel, making it an extremely versatile vessel. A sistership, the *Hardanger*, has since been launched and is operating within the Odfjell fleet, but neither of these vessels is apparently included in A/S Gas Traders' fleet, perhaps understandably since their stainless steel tanks make them equally suited to operations as small tankers within Odfjell's parcel tanker fleet.

TABLE XXXI

A/S Gas Traders' Fleet

NAME	DWT	TANKS	BUILT
Havgas	11,355	3	1965
Havfrost	11,460	3	1966
Isfonn	14,745	3	1967
Nyhavn	14,980	4	1968
Barfonn	6,950	6	1969
Cypress	16,749	3	1969
Havis	16,300	3	1970

In mid-1969, soon after the formation of Gas Traders, the company formed a new company in conjunction with the Paris-based Gazocéan. The resultant company, Ocean Gas Traders, is also based in Paris and operates with the aim of improving and co-ordinating the activities of the founder companies. To some extent the implication of this is that the fleets

of the two companies are operated virtually as one, since at various times in the recent past some of the Gas Traders' vessels have operated apparently on time-charter to the Gazocean group.

Gas Traders existing newbuilding programme is apparently restricted to one tanker, but since this has an anticipated deadweight of some 66,000 m³, the capacity of the consortium's fleet will be considerably increased when this tanker is handed over, a process which is scheduled for this year.

Mundo Gas SA

Although not strictly formed by a group of gas tanker owners and as a result not strictly falling within the category of a gas tanker consortium, the Mundo Gas organization is worthy of brief examination in this context as a result of its relationship with the Peninsular and Oriental Steam Navigation Co. (P&O) and the latter's future gas tanker plans through its operating subsidiary, the London-based, Trident Tankers Ltd.

The P&O is understood to have a shareholding of some 30% in Mundo Gas, the remaining share capital reportedly being divided by various organizations, including the Norwegian Oivind Lorentzen group. The Mundo Gas fleet comprises six gas tankers with an aggregate deadweight tonnage of 46,226 DWT, and in addition to the Caribbean and Latin American LPG trade which has provided considerable employment for vessels within the fleet, Mundo Gas tankers have been involved extensively over the last year or so moving vinyl chloride monomer from the U.S. Gulf to various destinations in Europe, notably the U.K., Norway and Belgium.

TABLE XXXII

Mundo Gas SA's Fleet

NAME	DWT	TANKS	BUILT
Monomer Venture	4,626	4	1945, conv. 1962
Mundogas Brasilia	8,600	5	1961
Mundogas Caribe	1,795	2	1965
Mundogas Bermuda	7,060	4	1967
Mundogas Rio	15,500	4	1967
Mundogas Atlantic	8,645	4	1969

Although Mundo Gas itself has not announced plans for any additions to its fleet under the company's own ownership, its relationship with the P&O is considerably expanding the size of its fleet comprising both owned and managed vessels. P&O has invested significantly in gas tanker newbuildings during the last two years, having placed orders through its tanker subsidiary Trident Tankers for three large LPG/ammonia tankers, as well as sharing ownership with A.P. Moller and Fearnley &

Eger in an LNG newbuilding. P&O recently bought a fourth LPG tanker, the 14,000 m³ *Butanaval*, now operating as the *Gambhira*. Of the LPG/ammonia tankers two have tank capacities of 30,000m³ (*Gazana* and *Gambada*) while the third (the *Garmula*) has a storage capacity of 52,000m³. All three vessels were launched by mid-July 1972, and the *Gazana* is already operating, on timecharter to Mundo Gas as will be the *Gambada* when it is handed over. Trident's larger LPG vessel, the *Garmula*, is another matter, however, and Mundo Gas are understood to have declined the opportunity to engage this vessel on timecharter. This reluctance to include a 52,000m³ among the Mundo Gas vessels is believed to reflect an unfortunate development on the LPG market. Over a space of two years (1973 and 1974) no less than seven LPG/ammonia tankers of the 52,000/53,000 m³ size range are scheduled to start operations, and although it is quite feasible to expect this tonnage to be absorbed into various trades over a period of time, it seems that at this particular stage in the development of LPG trade, 52,000 m³ LPG/ammonia tankers are in limited demand. Unless there is a major rebuilding programme for land-based storage facilities for the major liquefied chemical gases traded (e.g. ammonia), it is more likely that these vessels will find their first employment moving either butane or propane for which their comparatively large size makes them more suitable. P&O are also believed to have placed an order for yet another LPG/ammonia tanker, this (their fourth) having a proposed capacity of some 22,000 m³. Whether this, like the two 30,000 m³ ships, will be timechartered by Trident Tankers to Mundo Gas remains unconfirmed, but it is a distinct possibility.

Multinational Gas & Petrochemical Co.

The most recently formed of the European gas tanker consortiums, Multinational Gas & Petrochemical Co. brings together the gas tanker interests of European, U.S. and Japanese organisations into an operating group handling some nine gas tankers of a total 69,000 DWT. The consortium was created in late 1970 by the Phillips Petroleum subsidiary, Philtankers Inc., the Bridgestone Tyre/Mitsui affiliate, Bridgestone Ekika Gas, and the French gas tanker operator, Ste. Anonyme de Gérance et d'Armements (SAGA).

In early 1969, the French partner in Multinational — SAGA — had already formed part of another international consortium in the general area of gas tanker operations, this latter being the Franco/German concern based in Hamburg, Gas Tanker GmbH. Four companies had shareholdings in this consortium:

Deutsche Damphschiffahrts-Gesellschaft Hansa (DDG-Hansa) had already been co-operating with Vereinigte Tanklager und Transportmittel, a Preussag subsidiary, and one of Europe's largest railtank and inland tanker operations: Liquid Gas Anlagen Union GmbH had been engaged in shipping and storage projects for liquefied gas and liquid chemicals, notably through its shareholding in Chemie Gas Terminal GmbH which operates ammonia storage facilities at Brunsbüttelkoog in the Elbe estuary; SAGA represented the French and shipowning side of this consortium. It is not clear whether SAGA in fact withdrew from Gas Tanker GmbH on the formation of Multinational Gas & Petrochemical, but this seems likely, especially bearing in mind that the only vessel jointly owned by the consortium, the *Kap Skagen*, has been sold to Italian owners.

The gas tankers owned by Multinational cover virtually the complete size range of vessels which were operating during the 1960s, the smallest having a capacity to lift some 1,554 m³ of liquefied gas, while the largest has a cargo capacity of just under 29,000 m³. As befits the international ownership of the consortium, the fleet operates on a world-wide basis, although the smaller vessels tend to trade predominantly around Europe and the Mediterranean. The Japanese *Bridgestone Multina* (formerly *Bridgestone Maru*), the largest of the group's gas tankers, has been operating on routes largely to Japan, carrying for the most part LPG from areas such as the Persian Gulf in order to ease the Japanese energy shortage. Multinational's other larger vessels do not appear to have regular routes and generally move wherever there is a promise of a cargo.

TABLE XXXIII

Multinational Gas Fleet

NAME	DWT	TANKS	BUILT
Cap Ferrat	836	14	1960
Bridgestone Multina	25,222	4	1962
Cap Phaistos	1,000	15	1962
Cap Martin	7,530	9	1963, conv. 1965
Yuki Multina	990	15	1963
Cap Sounion	1,199	17	1964
Cap D'Antibes	5,750	6	1968
Amy Multina	21,380	3	1969
Caty Multina	3,000	6	1969

As far as has been announced by Multinational, there are no known plans for the expansion of the group's fleet in the immediate future. Bearing in mind that the LPG tanker market is still suffering the repercussions in 1970/71 of a major recession in the trade of certain chemical gases, it is possible that the late 1970s may witness further newbuilding for Multinational account, but this is purely speculation.

A/S Trans-Kosan

Probably the longest-standing of the gas tanker operators still active today, Trans-Kosan operates a fleet of some 24 vessels which, as a result of the specialised activities of the company, has an aggregate deadweight tonnage of just under 20,000 DWT. Trans-Kosan is the gas tanker operation of the Danish A/S Kosangas International, which since the 1930s has been involved in the development of LPG use as a source of heat and fuel, initially in Denmark and subsequently on an international basis. Kosangas' operations cover all phases of LPG distribution, from the transportation of the gas from refineries to filling plants (for domestic LPG cylinders, etc.) and final delivery to the consumer. Kosangas is also an internationally recognized manufacturer of regulators, cylinders, valves for the smaller consumer, as well as tank installations and filling plants for larger LPG users.

As a result of the Kosangas requirements for the movement of LPG, the Trans-Kosan gas tanker fleet is of small unit size, being well suited to the coastal and shortsea requirement of European LPG movement. The bulk of the company's fleet operates in European and Mediterranean waters, but some of Trans-Kosan's tankers ply on coastal routes outside the European theatre, for instance around the Caribbean and the east coast of South America. While LPG has traditionally been the basic cargo carried by the company's vessels, most of the Trans-Kosan tankers are capable of lifting other liquefied gases and liquid chemicals, and indeed have often done so.

TABLE XXXIV

A/S Trans-Kosan's Fleet

NAME	DWT	TANKS	BUILT
Rasmus Tholstrup	765	5	1953, conv. 1959
Elsa Tholstrup	130	1	1955
Signe Tholstrup	455	5	1957
Eva Tholstrup	635	5	1958
Susanne Tholstrup	405	5	1959
Karin Tholstrup	672	3	1960
Kirsten Tholstrup	711	2	1961
Lisbet Tholstrup	676	2	1961
Ulla Tholstrup	686	2	1961
Birthe Tholstrup	639	2	1962
Hanne Tholstrup	665	2	1962
Anne-Lise Tholstrup	537	3	1963
Regitze Tholstrup	343	2	1963
Annette Tholstrup	335	2	1964
Ninja Tholstrup	508	3	1964
Helle Tholstrup	348	2	1965
Inga Tholstrup	2,190	4	1965
Mary-Else Tholstrup	517	3	1965
Mee Tholstrup	330	2	1965
S.G. Tholstrup	1,620	6	1965
Sorine Tholstrup	1,594	6	1965
Marina Tholstrup	342	2	1966
Marianne Tholstrup	2,760	3	1968
Tine Tholstrup	1,575	2	1968

(Handwritten notes)

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